

This instrument was prepared by

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Form 1-1-22 Rev. 1-66

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

B. J. Humphries, an unmarried man; and Jimmy Humphries, a married man

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Charlotte W. Poe

(hereinafter called "Mortgagee", whether one or more), in the sum

of Sixty Thousand and no/100

Dollars

(\$ 60,000.00), evidenced by a real estate mortgage note of even date.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

B. J. Humphries, an unmarried man; and Jimmy Humphries, a married man

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

PARCEL ONE:

The S 1/2 of the SW 1/4 of the NW 1/4 of Section 35, Township 20 South, Range 4 West, Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND, as sold to Joseph P. Sanders, Jr. and Helen G. Sanders, by deed recorded in Real Record 048, Page 916, to-wit:

A parcel of land situated in the SW 1/4 of the NW 1/4 of Section 35, Township 20 South, Range 4 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the SW corner of said SW 1/4 of NW 1/4 and run Northerly along the West line of said 1/4-1/4, 556.00 feet; thence turn right and run parallel to the South line 80.00 feet; thence turn right and run parallel to the West line 556.00 feet to the South line of said 1/4-1/4; thence turn right and run along said South line 80.00 feet to the point of beginning.

THIS PROPERTY CONSTITUTES NO PART OF THE HOMESTEAD OF THE GRANTOR, JIMMY HUMPHRIES, OR OF HIS SPOUSE.

BOOK 330 PAGE 858

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

B. J. Humphries, an unmarried man and Jimmy Humphries, a married man

have hereunto set ours signatures and seal, this

day of December, 19 90.

B. J. Humphries

(SEAL)

(SEAL)

Jimmy Humphries

(SEAL)

(SEAL)

THE STATE of ALABAMA

SHELBY

COUNTY

I, the undersigned authority

, a Notary Public in and for said County, in said State,

hereby certify that B. J. Humphries, an unmarried man, ~~and Jimmy Humphries, a married man~~

whose names assigned to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this

day of December, 19 90.

Notary Public.

THE STATE of HAWAII

COUNTY

I, Katherine A. Jolly

, a Notary Public in and for said County, in said State,

hereby certify that Jimmy Humphries

whose name as Treasurer of Humphries Elevator Company, Inc.

a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 5th

day of February, 19 91

Notary Public

State of Hawaii

My Commission Expires: 10/15/93

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

MORTGAGE DEED

Return to:

TO

STATE OF HAWAII ..
COUNTY OF HAWAII

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Jimmy Humphries, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the contents, he executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 5th day of January, 1991. *[Signature]*

Katherine A. Kelly
Notary Public

My commission expires: 10/15/93

BOOK 330 PAGE 860

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

91 FEB 25 PM 3: 19

Thomas A. Lawrence, Jr.
JUDGE OF PROBATE

1. Deed Tax	90.00
2. Mtg. Tax	7.50
3. Recording Fee	2.00
4. Indexing Fee	1.00
5. No Tax Fee	0.00
6. Other Fee	0.00
Total	100.50