

State of Alabama }
Shelby County }

1749
Know All Men By These Presents,

That Whereas the undersigned Claude E. Kirkland, a single man
(hereinafter called Mortgagor)

justly indebted to McCrary Auctioneers & Realty Co., Inc.

(hereinafter called Mortgagee)

in the sum of One Thousand Two Hundred Fifty and no/100 (\$1250.00) ---Dollars

evidenced by a certain promissory note due and payable in full on or before
August 1, 1991.

and whereas the said McCrary Auctioneers & Realty Co., Inc.

desirous of securing the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore, in Consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the said

Claude E. Kirkland

do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real property situated in Shelby County, State of Alabama, to-wit:

From the Southwest corner of the Southeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$, Section 35, Township 20 South, Range 3 West, run easterly along the South boundary of the said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ for a distance of 342.60 feet; thence turn an angle to the left of 70 degrees 33 minutes 40 seconds and run northeasterly for 192 feet, thence turn an angle to the left of 2 degrees 05 minutes and run northeasterly for a distance of 25 feet to a point which is hereinafter referred to as Point "A", thence turn an angle to the left of 101 degrees 30 seconds and run in a Northeasterly direction for a distance of 349.0 feet to a point in the center of Buck Creek, said point being the point of beginning of the property herein described, thence turn an angle of 180 degrees and run Southeasterly for a distance of 349.0 feet to the point which was referred to above as Point "A", thence turn an angle to the left of 78 degrees 30 minutes and run Northeasterly for a distance of 149.81 feet, thence turn an angle to the right of 84 degrees 28 minutes and run Southeasterly for a distance of 230.84 feet to a point on the West line of the right of way of the South Bound L&N Railroad, thence turn an angle to the left of 86 degrees 49 minutes and run Northeasterly along said West right of way line for a distance of 256.01 feet, thence turn an angle to the left of 88 degrees 07 minutes and run Northwesternly for a distance of 288.57 feet, to a point in the center of Buck Creek, thence turn an angle to the left of 38 degrees 53 minutes and run Southwesterly along the center of said creek for 240.31 feet, thence turn an angle to the left of 20 degrees 17 minutes and run Southwesterly for 91.40 feet, thence turn an angle to the left of 17 degrees 55 minutes and run Southwesterly for 146.03 feet; thence turn an angle to the left of 7 degrees 38 minutes and run Southeasterly along the center of said creek for 121.69 feet to the point of beginning. Situated in Shelby County, Alabama.

Said property is warranted free from all incumbrances and against any adverse claims.

Rex McCrary P.O. Box 416 Fairfield AL 35064

BOOK 355 PAGE 387

To Have And To Hold, the above granted premises unto the said Mortgagee, 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, in some newspaper published at Birmingham, 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, in Birmingham, Ala., 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

Have each hereunto set my signature and seal, this 25th day of July 19 91
Witnesses: *C. E. Kirkland* (SEAL)
Claude E. Kirkland (SEAL)
(SEAL)
(SEAL)

STATE of ALABAMA

SHELBY

County.

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

I, Claude E. Kirkland, a single man

hereby certify that 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 conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of July 19 91

D. L. Davis Notary Public
Exp. 8-2-94

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

91 JUL 25 AM 11:08

JUDGE OF PROBATE

1. Stamp Tax	1.95
2. Notary Fee	5.00
3. Recording Fee	3.00
4. Title Insurance	1.00
Total	10.95

BOOK 355 PAGE 388

MORTGAGE DEED

Realty Title Company
2025 4th Avenue North
Birmingham, Alabama