

922

This instrument was prepared by

(Name) Donald Real Estate

(Address) 4508 Gary Ave Fairfield, Al

Form 1-1-71 Rev. 1-66
MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA } KNOW ALL MEN BY THESE PRESENTS: That Whereas,
COUNTY Shelby } Terry C. Baird and wife Cynthia L. Baird

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
Arthur P. Bagby III; and Robert L. Robinson, as Trustee under the
Phoebe D. Robinson Trust, 10-2-77

(hereinafter called "Mortgage", whether one or more), in the sum
of Six Thousand Seven Hundred Fifty Dollars & 00/100-----
(\$ 6,750.00), evidenced by one promissory note of even date
Dollars

BOOK 363 PAGE 634

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,

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:

Legal description Exhibit "A" attached hereto and made a part thereof.

Less and except mineral, mining, oil and gas rights and all rights
incidental thereto.

Subject to rights acquired by Alabama Power Co as recorded in Probate
Minutes 9, page 50, in the Probate Office of Shelby County, Rights
of way for Shelby County as recorded in Volume 276, page 382 in the
Probate Office of Shelby County, and the right of way for Alabama
Power Co. as recorded in Volume 82, page 199 and Real 48, page 44
in the Probate Office of Shelby County, Alabama,

Subject to easements, rights of way and all matters of public record.

THIS IS NOT THE HOMESTEAD OF GRANTORS.

✓ Robert L. Robinson
3908 - Jackson Blvd.
Bham Al 35213

Back Side - Mortgage of Terry C. Baird and wife Cynthia L. Baird to Arthur P. Bagby III; and Robert L. Robinson, as Trustee under the Phoebe D. Robinson Trust, 10-2-77

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 less, 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

have hereunto set *OUR* signature *S* and seal, this

14 day of *JULY*, 19 *70*
Terry C. Baird (SEAL)
Cindy L. Baird (SEAL)
(SEAL)
(SEAL)

THE STATE of Alabama
Jefferson COUNTY

I, Suzanne Kuechenmeister, a Notary Public in and for said County, in said State, hereby certify that Terry C. Baird and wife Cynthia L. Baird

whose name are signed 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this *14th* day of *September*, 19 *91*
My Commission Expires April 16, 1993

Suzanne Kuechenmeister Notary Public.

THE STATE of COUNTY

I, a Notary Public in and for said County, in said State, hereby certify that

whose name as of 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

day of

, 19

Notary Public

Return to:

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA

800 20TH STREET NORTH
BIRMINGHAM, ALABAMA 35203-2893
(205) 251-2871

LT006

B.T. 4

LEGAL DESCRIPTION
EXHIBIT "A"

BOOK 363 PAGE 636

A parcel of land situated in the NW 1/4 of the SE 1/4 of Section 4, Township 19 South, Range 2 East, described as follows:

Commence at the NE Corner of the NW 1/4 of the SE 1/4 of Section 4, go South 00 degrees 03 minutes 20 seconds West along the East boundary of said 1/4 - 1/4 Section for 588.52 feet to the Point of Beginning; thence continue South 00 degrees 03 minutes 20 seconds West along said East boundary for 207.00 feet; thence South 89 degrees 35 minutes 47 seconds West along an existing oart road for 493.21 feet; thence North 81 degrees 41 minutes 37 seconds West along said oart road for 209.88 feet to the East boundary of Shelby County Highway No. 467; thence North 15 degrees 43 minutes 12 seconds East along said East boundary for 198.71 feet; thence South 89 degrees 00 minutes 56 seconds East for 647.34 feet to the East boundary of said 1/4 - 1/4 Section and the Point of Beginning.

Situated in Shelby County, Alabama.

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

91 SEP 13 AM 9:51

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mig. Tax	\$	10.20
3. Recording Fee	\$	2.50
4. Indexing Fee	\$	2.50
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	21.70