

2523  
THIS INSTRUMENT PREPARED BY:

NAME: ANDERTON FAMILY TRUST, Walter C. Anderton, Trustee  
3889 So. Shades Crest Rd.

ADDRESS: Bessemer, Ala. 35020

MORTGAGE -- ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

SHELBY

COUNTY

Know All Men By These Presents, that whereas the undersigned

justly indebted to Brian Hayes Anderton and Nancy Bealle Anderton in equal amount  
in the sum of \$200,000.00 ( two hundred thousand even dollars ), 50% to each mortgagee  
evidenced by this mortgage

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with no  
interest and not before the sale of the real property.

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at  
the sale of the real property, Walter C. Anderton, Trustee, ANDERTON FAMILY TRUST does  
hereby grant, bargain, sell and convey unto the said Brian Hayes Anderton and Nancy  
Bealle Anderton (hereinafter called mortgagee) the following real property situated in  
Shelby County, Alabama, to-wit:

That part of S1/2 of NW1/4 lying N&W of Atlantic Coast line RR. All in S5 T20S R3W  
Ca AC 60.00 DB 286 P721 1/30/76 per declaration of Trust Bk 40 P 207 & 208  
(parcel I.D. 133050000005)

Payment or redemption of this mortgage can not be demanded by mortgagee until the sale of  
the land.

Sale refers to the outright sale or any "assignment" to any third party. This mortgage  
is a non assignable mortgage to others and can not be sold or transferred to others. The  
intent and purpose of this mortgage is to secure for the mortgagee a minimum proportion  
of the property value of the real property listed above.

Both of the mortgagees are also the successor trustees of the Anderton Family Trust.

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

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing  
the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises,  
and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said  
indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning  
and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said  
Mortgagee; as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if  
collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, as-  
sessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered  
by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mort-  
gagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void,

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.


Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 23 day of December

19 91

WITNESSES:

 (Seal)  
Walter C. Anderton, Trustee  
ANDERTON FAMILY TRUST (Seal)  
\_\_\_\_ (Seal)  
\_\_\_\_ (Seal)

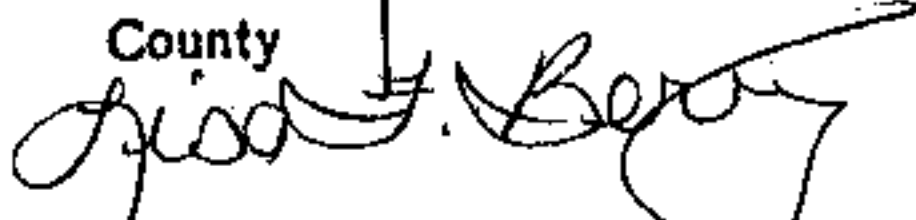
STATE OF ALABAMA

TRUST Acknowledgement

SHELBY

County

I, the undersigned,



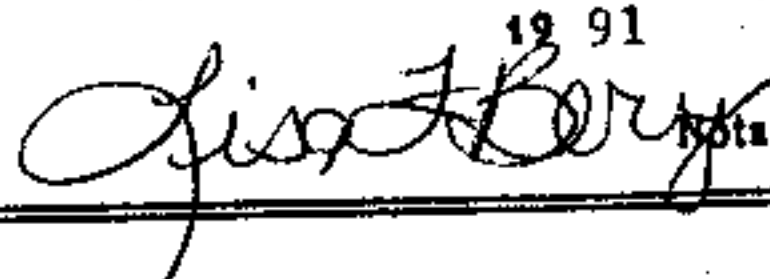
, a Notary Public in and for said County in said State,

hereby certify that Walter C. Anderton, Trustee of Anderton Family Trust

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 is executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23 day of December

19 91

 Notary Public.

STATE OF  
COUNTY OF

Corporate Acknowledgement

a Notary Public in and for said County, in

said State, hereby certify that

whose name as President 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 the 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  
Walter C. Anderton  
3889 So. Shades Crest Rd.  
Bessemer, Alabama 35020

ANDERTON FAMILY TRUST

TO

Brian Hayes Anderton  
and  
Nancy Bealle Anderton

**MORTGAGE**

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

91 DEC 23 AM 10:38

JUDGE OF PROBATE

1. Deed Tax	\$	300.00
2. Mtg. Tax	\$	5.00
3. Recording Fee	\$	3.00
4. Indexing Fee	\$	1.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	309.00

This Form Furnished By  
ALABAMA TITLE CO., INC.  
615 North 21st Street  
Birmingham, Alabama