[redacted] [redacted] [redacted]

2853

This instrument was prepared by

(Name) William E. Friel, II
1117 22nd St. S.
(Address) Birmingham, Al. 35205

MORTGAGE— STEWART TITLE OF BIRMINGHAM, INC., Birmingham, Alabama

STATE OF ALABAMA
COUNTY Shelby } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Ottie Wrendon Davis and his wife Lucinda M. Davis

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

Billy Smith and Carl G. Murray

(hereinafter called "Mortgagee", whether one or more), in the sum of One hundred fifty thousand and no/100 Dollars ($ 150,000), evidenced by a real estate mortgage note which was executed simultaneously herewith

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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,

Ottie Wrendon Davis and his wife Lucinda M. Davis

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:

See attached Exhibit A for legal description of property being conveyed and which is incorporated herein for all purposes.

Subject to: ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ B.S. O.W.D.

This is a purchase money mortgage.

This mortgage is assumable upon approval by a proper credit check by a licensed credit service such as Merchant's Credit or an equally rated concern. There will be no transfer fee accessed by the Mortgagor.
Mortgagors herein agree to pay into an escrow account 1/12 of the yearly amount for taxes, to be held by Mortgagee and paid by Mortgagee at the end of each tax year.

Subject to: Any mining and mineral rights not owned by the Mortgagors (Grantors).

Present zoning classification A-1 and 5.5% of the subject property being located in a flood plain.

Transmission line permits to Alabama Power Company as recorded in Deed Book 101, Page 542; and Deed Book 139, Page 420, in the Probate Court of Shelby County.

Taxes for the year beginning October 1, 1991, which are a lien but not due until October 1, 1992.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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 Mortgagees 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 Ottie Wrendon Davis and his wife Lucinda M.Davis

have hereunto set their signature s and seal, this 27 day of March , 1992

Ottie Wrendon Davis ....(SEAL)
OTTIE WRENDON DAVIS

Lucinda M Davis ....(SEAL)
LUCINDA M. DAVIS ....(SEAL)

................(SEAL)

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THE STATE of Alabama
Jefferson COUNTY

I, the undersigned , a Notary Public in and for said County, in said State,

hereby certify that Ottie Wrendon Davis and his wife Lucinda M. Davis

whose name s 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 they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of March, 19 92

Betty J. Walker Notary Public.

My Commission Expires March 16, 1993.

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

27 March ...., Notary Public

Return to:

TO

MORTGAGE DEED

This form furnished by

WART TITLE OF BIRMINGHAM, INC.
SUITE 950, FARLEY BUILDING
1929 NORTH 3RD AVENUE
BIRMINGHAM, ALABAMA 35203
(205) 324-6583

EXHIBIT A

A tract of land situated in the West 1/2 of the NE 1/4 of Section 23, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described: Commence at the NE corner of the SW 1/4 of the NE 1/4 of Section 23, Township 19 South, Range 2 West; thence West along the North line of said 1/4-1/4 section 902.80 feet to the point of beginning; thence 72 degrees 50 minutes 00 seconds left 89.76 feet; thence 40 degrees 18 minutes 00 seconds left 989.66 feet to the North right of way line of Cahaba Valley Road; thence 69 degrees 42 minutes 00 seconds right and along said right of way 88.03 feet; thence 110 degrees 18 minutes 00 seconds right 1698.30 feet to the centerline of Cahaba Valley Creek; thence 58 degrees 56 minutes 00 seconds right and along said creek 73.90 feet; thence 110 degrees 26 minutes 05 seconds right 615.59 feet; thence 50 degrees 55 minutes 55 seconds right 56.05 feet to the point of beginning.

According to survey of C.J. Richardson, RLS #9225 dated March 6, 1992.

Situated in Shelby County, Alabama.

1. Deed Tax	$
2. Mtg. Tax	$225.50
3. Recording Fee	$2.50
4. Indexing Fee	$3.00
5. No Tax Fee	$
6. Certified Fee	$1.00
Total	$2[illegible].50