



JEFFERSON TITLE CORPORATION

This instrument was prepared by P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

(Name) J. Michael Joiner

(Address) PO Box 1012, Alabaster, AL 35007

MORTGAGE—

STATE OF ALABAMA

Shelby

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

William R. Gammon and wife, Mary F. Gammon

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

Ronnie D. Norris and wife, Dinah L. Norris

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

of Fifty-Five Thousand and 00/100----- Dollars

(\$ 55,000.00), evidenced by Real Estate Mortgage Note

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,

William R. Gammon and wife, Mary F. Gammon

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 attached as Exhibit "A" and incorporated herein by reference.

The proceeds of this loan have been applied to the purchase price of the herein described property.

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 **William R. Gammon and Mary F. Gammon**

have hereunto set theirsignature and seal, this 15th day of April, 19 92

*William R. Gammon* (SEAL)  
 William R. Gammon  
 \_\_\_\_\_ (SEAL)  
*Mary F. Gammon* (SEAL)  
 Mary F. Gammon  
 \_\_\_\_\_ (SEAL)

THE STATE of Alabama  
Shelby COUNTY }

I, J. Michael Joiner, a Notary Public in and for said County, in said State, hereby certify that William R. Gammon and wife Mary F. Gammon 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 they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of April, 19 92  
*J. Michael Joiner* 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 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**

Recording Fee \$ \_\_\_\_\_  
 Deed Tax \$ \_\_\_\_\_

This form furnished by



04/17/1992-4859  
10:20 AM CERTIFIED  
Exhibit "A"  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 94.00

A tract of land situated in the Northwest Quarter of the Southwest Quarter of Section 2, Township 22 South, Range 4 West, Shelby County, Alabama and being more particularly described as follows: Commence at the Southwest corner of said Northwest Quarter of the Southwest Quarter; thence East along the South line thereof a distance of 243.06 feet to the Point of Beginning; thence continue East along said South line a distance of 1075.55 feet to the Southeast corner of said Quarter-Quarter Section, said corner being a mark on a Rock; thence an angle left of 90 degrees 25 minutes 20 seconds and run North along the East line of said Quarter-Quarter Section a distance of 1038.47 feet to a point 305.0 feet South along Quarter-Quarter line from the Northeast corner thereof, said point being the Southeast corner of Jim Lee Fancher property; thence an angle left of 90 degrees 19 minutes 44 seconds and run West along the South line of Jim Lee Fancher property and parallel to the North line of said Quarter-Quarter Section a distance of 480.0 feet; thence an angle right of 90 degrees 19 minutes 44 seconds and run North along the Jim Lee Fancher property line and parallel to the East line of said Quarter-Quarter Section, a distance of 200.0 feet; thence an angle left of 90 degrees 19 minutes 44 seconds and run West along Jim Lee Fancher Property line and parallel to the North line of said Quarter-Quarter Section, a distance of 440.40 feet to the Southeast right-of-way line of the Eddings Town Public Road or County Road No. 54; thence an angle left of 58 degrees 38 minutes 44 seconds to tangent of a curve in right-of-way line, said curve having a radius of 572.96 feet and subtending a central angle of 12 degrees 57 minutes 44 seconds; thence run Southwest along the arc of said curve in right-of-way a distance of 129.62 feet to a point; thence on tangent to curve run Southwest along a straight line in right of way, a distance of 21.4 feet to the Northeast corner of the Newt and Maud Harper property as designated and noted as a flat iron stake by a survey by W.M. Varnon, Alabama L.S. Reg. No. 9324, dated September 12, 1985; thence an angle left of 55 degrees 48 minutes according to W.M. Varnon survey and run Southeast along said W.M. Varnon survey line a distance of 630 feet; thence an angle right of 55 degrees 48 minutes according to W.M. Varnon survey and run Southwest and parallel to the Southeast right-of-way line of the Eddings Towns Public Road a distance of 188.6 feet; thence an angle right of 124 degrees 12 minutes and run Northwest along the Southwest line of the Newt and Maud Harper property according to the W.M. Varnon survey, a distance of 630 feet to the Southwest right of way line of the Eddings Towns Public Road; thence an angle left of 124 degrees 12 minutes and run Southwest along said right of way line a distance of 62.35 feet to the Northeast corner of the Mack Crenshaw property, said corner being 210.0 feet Northeast along said right of way line of the Northeast corner of the Tomie Pickett property; thence an angle left of 55 degrees 48 minutes and run Southeast along the Northeast line of the Mack Crenshaw property and parallel to the Newt and Maud Harper property a distance of 840 feet thence an angle right of 55 degrees 48 minutes and run Southwest and parallel to the Southeast line of the Eddings Towns Public Road and along the Southeast line of the Mack Crenshaw and Melvin L. Kendrick property a distance of 137.86 feet to the point of beginning.

All being situated in Shelby County, Alabama.

Subject to existing easements, taxes, restrictions, set-back lines, rights of way, limitations, if any, of record.

Signed for identification:

*William R. Gammon*

William R. Gammon

*Mary F. Gammon*

Mary F. Gammon