

(Name) Donald N. Lathem - The First Bank of Alabaster

(Address) P.O. Box 246, Alabaster, Alabama 35007

Form 1-1-22 Rev. 1-66



19801105000126030 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
11/05/1980 00:00:00 FILED/CERTIFIED

STATE OF ALABAMA
COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Mr. Jerry W. Busby & Wife Mrs. Dorothy Owens Busby

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

The First Bank of Alabaster, Alabaster, Alabama 35007

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

of Ten thousand dollars and 00/100-----Dollars
(\$ 10,000.00), evidenced by One promissory note of even date for same amount as
this mortgage and due on same date as note for 10,000.00. This is
continuing same mortgage as been on property all along. (Book #398-P22).

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,

Mr. Jerry W. Busby and wife Mrs. Dorothy Owens Busby

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:

A parcel of land described as the W $\frac{1}{2}$ of E $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 2, Township
22 South, Range #2 West and that part of the W $\frac{1}{2}$ of E $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$,
Section 2, Township 22, Range 2 West, Shelby County, Alabama which is
located South of the Centerline of the Old Shelby Springs - Elyton
Dirt Road, less 0.19 acres in the Northwest corner, being more particularly
described as follows: Starting at the Southeast corner of the W $\frac{1}{2}$ of
E $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ Section #2 Township #22 South Range #2 West which is
the point of beginning; run thence West along the South Boundary of the
said SW $\frac{1}{4}$ of NE $\frac{1}{4}$ a distance of 332.6 feet to a point on the West boundary
of the said W $\frac{1}{2}$ of E $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$, thence turn an angle of 89 degrees
23 minutes to the right and run north along west boundary of said W $\frac{1}{2}$
of E $\frac{1}{2}$ a distance of 1267.0 feet to a point; thence turn an angle of
77 degrees 13 minutes to the right and run Northeasterly a distance of
122.3 feet to a point; thence turn an angle of 77 degrees 13 minutes
to the left and run north a distance of 70.9 feet to a point on the
centerline of said Old Shelby Springs - Elyton dirt road which is
located in the south right of way of Shelby County Highway No. 42;
thence turn an angle of 77 degrees 13 minutes to the right and run
Northeasterly a distance of 218.8 feet along centerline of said
Old Shelby County Highway No. 42; thence turn an angle of 102 degrees
47 minutes to the right and run South a distance of 1418.96 feet to
the point of beginning excepting the public road right of ways. All
in Shelby County, Alabama.

This mortgage paid in full and satisfied
the 10 day of March 1981
By James L. Lathem
JUDGE OF PROBATE
SHELBY COUNTY, ALABAMA
FILED IN FACT

FIRST BANK of ALABASTER
P. O. Box 246
Alabaster, Alabama 35007

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

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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

have hereunto set their signature and seal, this 1st day of November, 1980

Mr. Jerry W. Busby (SEAL)

Mrs. Dorothy Owens Busby (SEAL)

STATE OF ALA. SHELBY CO. I CERTIFY THIS WAS FILED 11/05/80 Pcty fee 15.00 Rec 3.00 Ad. 1.00 (SEAL)

THE STATE of Alabama Shelby COUNTY NOV -5 AM 10:40 1980

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

Mr. Jerry W. Busby and wife Mrs. Dorothy Owens Busby

whose names 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 have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of November, 1980

Notary Public.

THE STATE of COUNTY } MY COMMISSION EXPIRES APRIL 15, 1984

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

19801105000126030 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
11/05/1980 00:00:00 FILED/CERTIFIED

Return to:

TO

FIRST BANK OF ALABASTER
P. O. Box 246
Alabaster, Alabama 35007.

MORTGAGE DEED

THIS FORM FROM