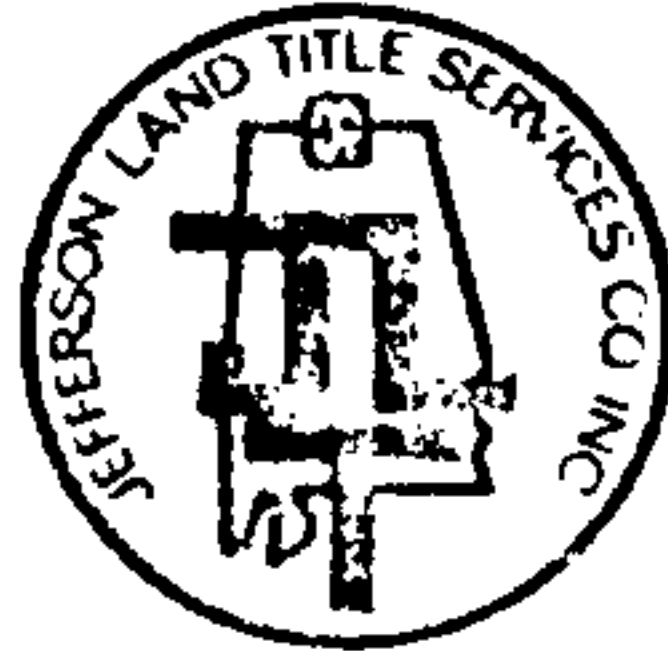


This instrument was prepared by
Harrison, Conwill, Harrison & Justice
(Name) Attorneys at Law
P.O. Box 557
(Address) Columbiana, Alabama 35051



19810206 000013510
(2)
Jefferson Land Title Services Co., Inc.
318 21ST NORTH • P.O. BOX 10481 • PHONE (205) 328-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

MORTGAGE—

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Paul Barber and wife, Terry Barber

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

Harold Miller and/or Julia Faye Miller

19810206000013510 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
02/06/1981 00:00:00 FILED/CERTIFIED

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

of Thirty-Two Thousand and no/100----- Dollars
(\$ 32,000.00 Plus interest), evidenced by

one promissory note of this date in monthly installments of
\$343.87 each for fifteen years (15) at the interest rate of 10%, the first installment
being due on April 1, 1981, and continue on the first day of each month thereafter.

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,

Paul Barber and wife, Terry Barber

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:

Commence at the intersection of the West boundary line of County Highway 83 and Blue
Springs Road as the point of beginning; thence run in a Northerly direction along the
West right-of-way of said Highway No. 83, 227 feet to a point; thence in a Westerly
direction 210 feet, more or less, to a point on the East side of Blue Springs Road;
thence run in a Southeasterly direction along the East side of said Blue Springs Road
278 feet, more or less, to the point of beginning, lying in the North One-Half of
Section 17, Township 19, Range 2 East.

Above described property being in triangular form, bounded on the East by County Highway
No. 83, on the North by one acre lot owned by G.W. Smith, and bounded on the Southwest
by the Blue Springs Road.

ALSO, Commence at the intersection of the West boundary line of County Highway 83 and
Blue Springs Road; thence run in a Northerly direction along the West right-of-way
of said Highway No. 83, 227 feet to the point of beginning; thence continue in a
Northerly direction along the Westerly right-of-way of said Highway No. 83, 60 feet
to a point; thence run in a Westerly direction 210 feet, more or less, to a point on
the East side of Blue Springs Road (said point being 338 feet Northwest from the
intersection of County Highway 83 and said Blue Springs Road); thence run in a South-
easterly direction along the East side of Blue Springs Road 60 feet to a point; thence
run in a Easterly direction 210 feet, more or less, to the point of beginning, lying
in the North One-Half of Section 17, Township 19, Range 2 East.

Above described property being a 60 foot strip off the one acre of land conveyed by
J.H. Kincaid, Jr., and wife, Ester Willie Kincaid to George W. Smith and wife, Mabel
Smith by deed dated August 31, 1963, and recorded in Deed Book 227, Page 390, in
Judge of Probate Office, Shelby County, Alabama.

All of subject property being located in Shelby County, Alabama.

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 less, if any, payable to said Mortgagee, as M. gagee'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

Paul Barber and wife, Terry Barber

have hereunto set our signature and seal, this

27 day of February, 19 81.

48.00 STATE OF ALA. SHELBY CO.
3.00 I CERTIFY THIS
1.00 INSTRUMENT WAS FILED
52.00 1981 FEB -6 AM 7:59

Paul Barber (SEAL)

(SEAL)

Terry Barber (SEAL)

(SEAL)

THE STATE of ALABAMA
SHELBY

JUDGE OF PROBATE
COUNTY

19810206000013510 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
02/06/1981 00:00:00 FILED/CERTIFIED

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

Paul Barber and wife, Terry Barber

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 27 day of February, 19 81

Notary Public.

THE STATE of

COUNTY

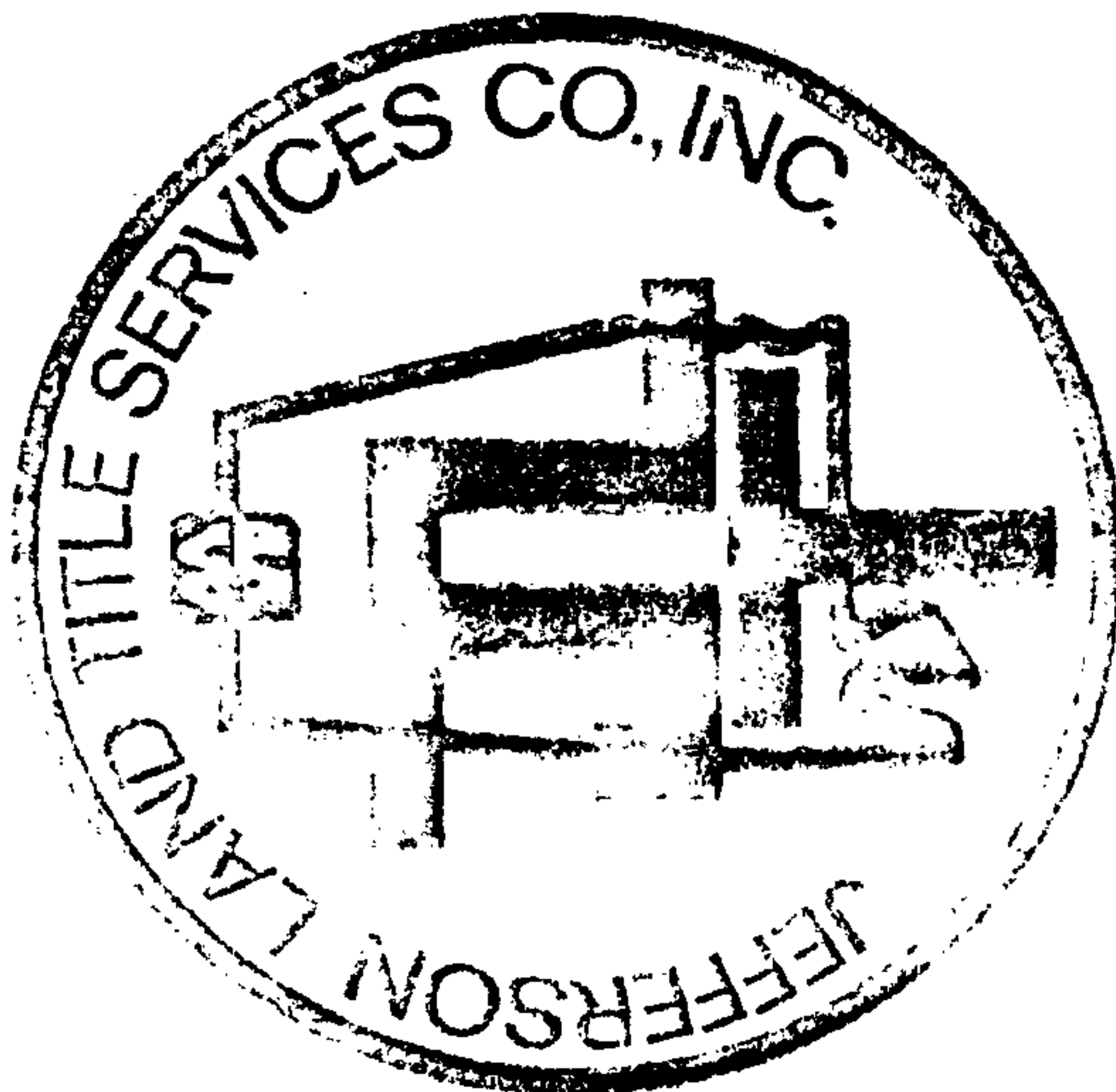
I, a Notary Public in and for said County, in said State, hereby certify that

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

MORTGAGE DEED



Recording Fee
Deed Tax \$

This form furnished by

Jefferson Land Title Services Co., Inc.

300 21ST NORTH • P.O. BOX 2481 • PHONE (205) 328-8020

JEFFERSON, ALABAMA 35201

MEMBER ICP

Mississippi Valley Title Insurance Company

Return to: