

This instrument was prepared by

(Name) WALLACE, ELLIS, HEAD & FOWLER, ATTORNEYS AT LAW

(Address) Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-65

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Thomas E. York and wife, Helen H. York; Charles E. Wilson and wife, Jane L. Wilson

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
Oakley Glenn Vincent and wife, Olive Faye Vincent

(hereinafter called "Mortgagee", whether one or more), in the sum
of FORTY-TWO THOUSAND FOUR HUNDRED AND NO/100 Dollars
(\$ 42,400.00), evidenced by one Promissory Note of even date hereof, due and payable
in accordance with the terms hereof.

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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,

Thomas E. York and wife, Helen H. York; Charles E. Wilson and wife, Jane L. Wilson

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:

All that part of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 15, Township 21 South, Range 2 West, lying West of the center line of Big Creek.
Also begin at the Southeast corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 15, Township 21 South, Range 2 West, and run thence West along the South line of said $\frac{1}{2}$ - $\frac{1}{4}$ a distance of 210.0 feet to the Southwest corner of Hoffman lot as described in Deed Book 262, Page 835, in Probate Office; thence run North and parallel with the West line of said $\frac{1}{2}$ - $\frac{1}{4}$ Section to a point where said line intersects the Southeast right of way line of Columbiana-Saginaw Highway, being Highway 26; thence run in a Southwesterly direction along said Southeast right of way line a distance of 60.4 feet to a point; thence turn an angle of 83 deg. 08 min. to the left and run Southerly a distance of 421.4 feet to a point; thence turn an angle of 90 deg. 03 min. to the left and run Easterly a distance of 270.0 feet to a point; thence turn an angle of 89 deg. 57 min. to the left and run Northerly a distance of 60.0 feet to the point of beginning; being situated in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and NE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 15, Township 21 South, Range 2 West, Shelby County, Alabama.
Also, all that part of the North Half of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 15, Township 21 South, Range 2 West, lying West of the center line of Big Creek; being situated in Shelby County, Alabama. Mineral and mining rights excepted, ON THIS PARCEL ONLY.
Subject to easements and rights of way of record.

This is a purchase money mortgage.

Mortgagors shall have the right at any time to prepay all or any part of said mortgaged indebtedness, without penalty, by paying such amount of principal plus the accrued interest as of such prepayment date; and shall also have the right to reduce the financed term of the indebtedness evidenced by this mortgage.

This mortgage is given for the sole purpose of correcting the description contained in that certain mortgage from mortgagors herein to mortgagee herein dated December 9, 1981, recorded in the Probate Office of Shelby County, Alabama in Mortgage Book 417, page 299.

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 Thomas E. York and wife, Helen H. York;
Charles E. Wilson and wife, Jane L. Wilson

have hereunto set OUR signatures and seal, this 30 day of January, 1982

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

Thomas E. York (SEAL)
Helen H. York (SEAL)
Charles E. Wilson (SEAL)
Jane L. Wilson (SEAL)

Rec \$4.00
Jud 1.00
S. 00

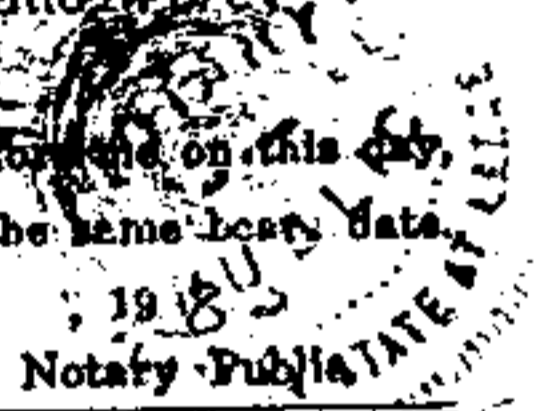
1982 FEB 16 AM 10:31
corrected

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THE STATE of Alabama
Shelby COUNTY

I, the undersigned authority *Tom Cory*, a Notary Public in and for said County, in said State, hereby certify that Thomas E. York and wife, Helen H. York; Charles E. Wilson and wife, Jane L. Wilson

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 they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 30 day of January, 1982



THE STATE of

COUNTY

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

I, 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

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama