

This instrument was prepared by

(Name) James F. Burford, III(Address) Suite 2900, 300 Vestavia Off. Pk.
Birmingham, Alabama 35216

This Form furnished by:

Cahaba Title, Inc.1970 Chandalar South Office Park
Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

MORTGAGE—

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Marcus Cassinus, a married man

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to J.J. Hinds, Jr., Vestula Vaughn Thompson, Penny Elizabeth Thompson Gallups, and John Harlan Thompson, III

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

of Fifteen Thousand and 00/100----- Dollars
(\$ 15,000.00), evidenced by promissory note bearing even date herewith which may be
prepaid without penalty.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, Marcus Cassinus, a married man

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 Exhibit "A" attached hereto and incorporated by referenced herein for legal
description.Subject To: (1) Taxes for the year 1983 and thereafter. (2) Restrictions,
covenants, and conditions as set out by instrument recorded in Deed Book 123,
Page 358 in Probate Office. (3) Transmission Line Permit to Alabama Power
Company by instrument recorded in Deed Book 107, Page 472 in Probate Office.
(4) Right of way granted to Shelby County by instrument recorded in Deed Book
93, Page 129 in Probate Office. (5) Title to all minerals within and underlying
the premises, together with all mining rights and other rights, privileges and
immunities relating thereto, including rights conveyed in Deed Book 326, Page
775 and Deed Book 327, Page 226 in Probate Office.
Less and except any of conveyed property that lies within the right of way of
Highway 280.

This is a purchase money mortgage.

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

Form ALA-35

Return to:

Mrs. Vestula Thompson

H.

Box 2112

Vincent,

Al.

35178

BOOK 437 PAGE 503

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 Marcus Cassimus, a married man

have hereunto set his signature

and seal, this

28th

day of

September

19 83.

MARCUS CASSIMUS

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA

Jefferson COUNTY

I, Allison L. Humphrey

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

hereby certify that Marcus Cassimus, a married man

MY COMMISSION EXPIRES AUGUST 17, 1987

whose name 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 the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this

28th

day of

September

19 83.

Allison L. Humphrey 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

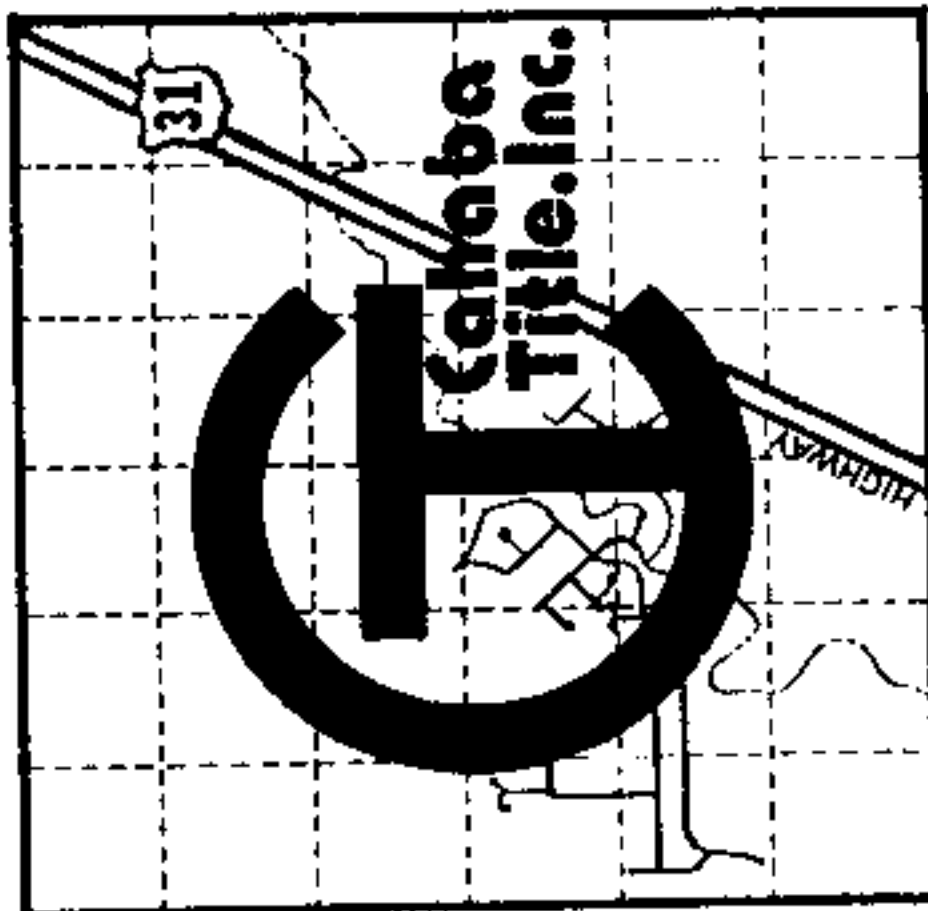
day of

, 19

, Notary Public

TO

MORTGAGE DEED



Recording Fee \$

Deed Tax \$

This form furnished by

Cahaba Title, Inc.

1970 Chandalar South Office Park
Pelham, Alabama 35124

Telephone 205-663-1130

EXHIBIT 'A'; CASSIMUS TO HINDS et.al.

BOOK 437, PAGE 505

A lot of land in the Town of Harpersville, Alabama, being a part of the SW 1/4 of SE 1/4 of Section 28, Township 19, Range 2 East, described as follows: Beginning at the intersection of the North right of way line of Florida Short Route Highway with the East right of way line of the Columbiana-Vincent Highway and run Northeast along the East right of way line of the Columbiana-Vincent Highway 180 feet to the North corner of the triangular lot conveyed to Shelby County by deed recorded in Deed Book 93 Page 129 and known as the roadview lot, thence run South 30 deg. 30 min. East along the East line of said roadview lot 133 feet to the point of beginning of the lot hereby conveyed, thence NE and parallel with said Columbiana and Vincent Highway 90 feet, thence SE and parallel with the East line of said roadview lot 75 feet; thence SW and parallel with said Columbiana-Vincent Highway 90 feet; to said roadview lot,; thence NW along the East line of said roadview lot 75 feet to the point of beginning; situated in Shelby County, Alabama.

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

1989 OCT -6 AM 11:12

Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

Mtg TAX	22.50
Rec	7.00
Ind	1.00
	<u>30.50</u>