

This instrument was prepared by

(Name) Douglas Rogers, Attorney at Law

(Address) 1920 Mayfair Drive, Birmingham, AL 35209

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Bich Chau Thi Nguyen, a single woman,

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

D. E. Buchanan and Frances Buchanan

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

of Twenty-two Thousand Seven Hundred and no/100-----Dollars (\$ 22,700.00), evidenced by a promissory note wherein the undersigned agrees to pay to the order of D. E. Buchanan and Frances Buchanan the sum of Twenty-two Thousand Seven Hundred Dollars together with interest, payable in monthly installments until said sum is paid.

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,

Bich Chau Thi Nguyen, a single woman,

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:

Begin at the Southwest corner of the NW 1/4 of the NE 1/4 of Section 33 Township 20 South, Range 3 West, Shelby County, Alabama; thence in an Easterly direction along the south boundary of said 1/4-1/4 section 144.48 feet to the point of beginning; thence continue in an easterly direction along said south boundary 144.49 feet; thence turn 90 deg. 00 min. to the left in a northerly direction 230.0 feet; thence turn 90 deg. 00 min. to the left in a westerly direction 148.87 feet; thence turn 91 deg. 05 min. to the left in a southerly direction 230.08 feet, more or less to the point of beginning.

ALSO, an easement for ingress and egress sitauted in the NW 1/4 of NE 1/4 Section 33, Township 20 South, Range 3 West, Shelby County, Alabama said easement being 20 feet in width, or 10 feet on each side of a center line which is more particularly described as follows:

From the Southwest corner of said NW 1/4 of NE 1/4, run in an easterly direction along the south line of said 1/4-1/4 section for a distance of 288.97 feet, thence turn an angle to the left of 90 deg. 00 min. and run in a northerly direction for a distance of 190 feet, more or less, to a point in the center of a concrete driveway, thence turn an angle to the right of 44 deg. more or less, and run in a northeasterly direction along the center-line of said concrete driveway for a distance of 45 feet, more or less to the edge of a gravel travelway being the point of ending.

Subject to restrictions, easements, rights of way and building lines of record.

Subject to taxes for 1983.

Subject to mortgage from John Lawrence Hall and Sherry Lynn Hall to Johnson and Associates Mortgage Co., dated February 2, 1976, recorded in Mortgage Book 352, Page 20, assigned to Stockton, Whatley, Davin & Co..

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

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.

have hereunto set her signature and seal, this 13th day of October, 19 83

Bich Chau Thi Nguyen (SEAL)

(SEAL)

.....(SEAL)

(SEAL)

THE STATE of Alabama
Jefferson COUNTY

I, the undersigned _____, a Notary Public in and for said County, in said State, hereby certify that Bich Chau Thi Nguyen, a single woman,

whose name 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of October, 1983
[Signature]
 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

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

1983 OCT 21 AM 9:51

Thomas A. Lawrence, Jr.
JUDGE OF PROBATE

At TAX	34.05
Dec	3.00
Ind	1.00
	<hr/>
	38.05

This form furnished by

LAND TITLE COMPANY OF ALABAMA

317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203

Return to: