

This instrument was prepared by

(Name) Frank K. Bynum, Attorney

(Address) 2100 - 16th Avenue, South, Birmingham, Alabama 35205

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Marshall Pickard, an unmarried man

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

Jeanette Tissier and Montez Tissier

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

of ONE HUNDRED TEN THOUSAND AND NO/100----- Dollars
(\$ 110,000.00), evidenced by one promissory note of even date herewith more particularly
describing the terms and conditions.

444 850

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,

Marchall Pickard, an unmarried 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:

Commence at the SW corner of the SW quarter of
Section 28, Township 20 South, Range 4 West, thence
north along the section line 382.94 feet, then turn
right 58 degrees 52 minutes for 519.29 feet to the
point of beginning, thence turn right 90 degrees 01
minutes for 311.1 feet, then turn left 75 degrees for
358 feet, thence turn left 105 degrees for 347.58
feet, thence turn left 78 degrees 17 minutes 30 seconds
for 276.57 feet, then turn left 11 degrees 43 minutes
30 seconds for 75 feet to the Point of Beginning.
Together with a non-exclusive easement for ingress
and egress described as follows: Egress to be along
a 30 foot wide strip lying east of the following
described line. Commence at the SW corner of the SW
quarter of Section 28, Township 20 South, Range 4
West, then north along the section line for 382.94
feet, then turn right 58 degrees 52 minutes for 519.29
feet, thence turn right 90 degrees 01 minutes for 311.1
feet to the point of beginning of the Egress Strip line,
continue along the same line for 488.9 feet to the north
right of way of South Shades Crest Road. Situated in
Shelby County, Alabama.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations,
if any, of record.

The proceeds of this loan have been applied on the purchase price of the property described
herein, conveyed to the mortgagor simultaneously herewith.

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 Marshall Pickard, an unmarried man

have hereunto set his hand and seal, this 9th day of March, 1984.

I CERTIFY THIS
INSTRUMENT WAS FILED

Marshall Pickard

1984 MAR 13 AM 10:38

Judge of Probate

mtg 16.500
Rec 300
Ind 1.00

THE STATE of ALABAMA
JEFFERSON COUNTY

169 00

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that Marshall Pickard, an unmarried man

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 9th day of March, 1984.

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

Return to:
Corley, Moncus, Bynum
2100-16th Avenue, South
Birmingham, AL 35205

Marshall Pickard

TO

Jeanette Tissier and
Montez Tissier

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203