

THIS INSTRUMENT PREPARED BY:

NAME: Cicio and NolenADDRESS: 2153 14th Ave. S. Birmingham, Al

MORTGAGE — ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

Shelby COUNTY

Know All Men By These Presents, that whereas the undersigned Anderson J. Locklin, III
and wife Ruth Locklin

justly indebted to Anthony L. Cicio and Paul C. Bello

in the sum of sixty eight thousand and No/00 (\$68,000.00) dollars

evidenced by promissory note if even date herewith together with interest upon the
cent per annum in quarterly installments of two thousand seventy six no/00 (2076.00)
dollars payable on the 1st day of each quarter after date, commencing Sept. 9, 1986
and on the 1st day of each quarter thereafter until the sum is paid in full, in no
event and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when
longer than 15 years
the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at
maturity, the undersigned, Anderson J. Locklin, III and wife Ruth Locklin
do, or does, hereby grant, bargain, sell and convey unto the said Anthony L. Cicio and Paul C. Bello
(hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

LEGAL DESCRIPTION ON ATTACHED EXHIBIT "A"

This is a purchase money mortgage.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing
the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises,
and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said
indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning
and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said
Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if
collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, as-
sessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered
by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mort-
gagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any
part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said property become in-
dangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any
statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form
and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on
which such statement is based, 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 Mort-
gagee 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, in some newspaper pub-
lished in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court
House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

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on; 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals


on this the 12 day of June

19 86

WITNESSES:


Anderson J. Locklin, III (Seal)

(Seal)


Ruth Locklin (Seal)

(Seal)

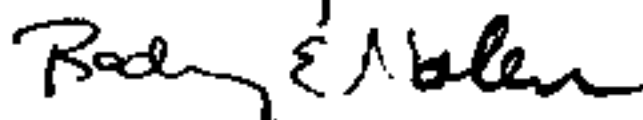
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STATE OF

General Acknowledgement

Jefferson County

I, the undersigned,



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

hereby certify that

Anderson J. Locklin, III and wife Ruth Locklin

whose name signed to the foregoing conveyance, and who known to me, acknowledged before me on this day, that being in-

formed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12 day of June




STATE OF

Corporate Acknowledgement

COUNTY OF

a Notary Public in and for said County, in

I, said State, hereby certify that

whose name as President 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 the 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

This Form Furnished By
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I:

Part of the NW 1/4 of the SW 1/4 of Section 22, Township 18 South, Range 1 East, more particularly described as follows: Beginning at the NE corner of said forty; run thence West along the forty line a distance of 990 feet; thence South parallel with the East line of said forty a distance of 990 feet; thence East parallel with the North line of said forty 660 feet; thence South parallel with the East line of said forty 330 feet, more or less to the South line of said forty; thence East 330 feet to the SE corner of said forty; thence North along the East line of said forty to the NE corner thereof, and the point of beginning. Situated in Shelby County, Alabama.

A 20 foot wide non-exclusive easement for ingress and egress described as follows:

Commence at the intersection of County dirt road number 45 and presently traveled road located in the SW corner of the NE 1/4 of the NW 1/4; thence run in a Southerly direction parallel with the West boundary of the East 1/2 of the NW 1/4 for a distance of approximately 1500 feet; then continue in a Southerly direction along the West boundary of the NE 1/4 of the SW 1/4 a distance of approximately 400 feet or to the point where it joins the property of the Grantees, said easement and right-of-way being 20 feet in width. All in Section 22, Township 18 South, Range 1 East in Shelby County, Alabama. Said easement to run with the land, mineral and mining rights excepted.

PARCEL II:

A part of the NW 1/4 of SW 1/4 of Section 22, Township 18 South, Range 1 East, described as follows: Begin at the NW corner of said 1/4-1/4 Section and run South a distance of 1320 feet to the SW corner of said 1/4-1/4 section; thence run East for a distance of 990 feet; thence turn North and run a distance of 330 feet; thence turn West and run a distance of 660 feet; thence turn North and run a distance of 990 feet to the North line of said 1/4-1/4 Section; thence turn West and run for a distance of 330 feet to the NW corner of said 1/4-1/4 Section which is point of beginning, mineral and mining rights excepted. Situated in Shelby County, Alabama.

This is not the homestead of the grantors.

This is a purchase money mortgage.

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

1986 JUN 16 PM 1:46

Thomas P. Shoultz, Jr.
JUDGE OF PROBATE

1. Deed Tax \$ _____
2. Mtg. Tax 102.00
3. Recording Fee 7.50
4. Indexing Fee 1.00
TOTAL 110.50