

This instrument was prepared by

(Name) John J. Cross 2022

(Address) P.O. Box 7347

Birmingham, Alabama 35253



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,

Randall E. Thompson

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to John J. Cross

(hereinafter called "Mortgagee", whether one or more), in the sum
of Twenty-five Thousand and No/100----- Dollars
(\$ 25,000.00), evidenced by one promissory note of even date herein.

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, Randall E. Thompson

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

BOOK 152 PAGE 839

✓ Cahaba Title

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 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

have hereunto set his signature and seal, this

25th day of September, 19 87

Landell E. Thompson (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)

THE STATE of

COUNTY }

I, the undersigned hereby certify that

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

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 he executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 25th day of September, 19 87

Donald Powell Notary Public.

THE STATE of

COUNTY }

I, hereby certify that

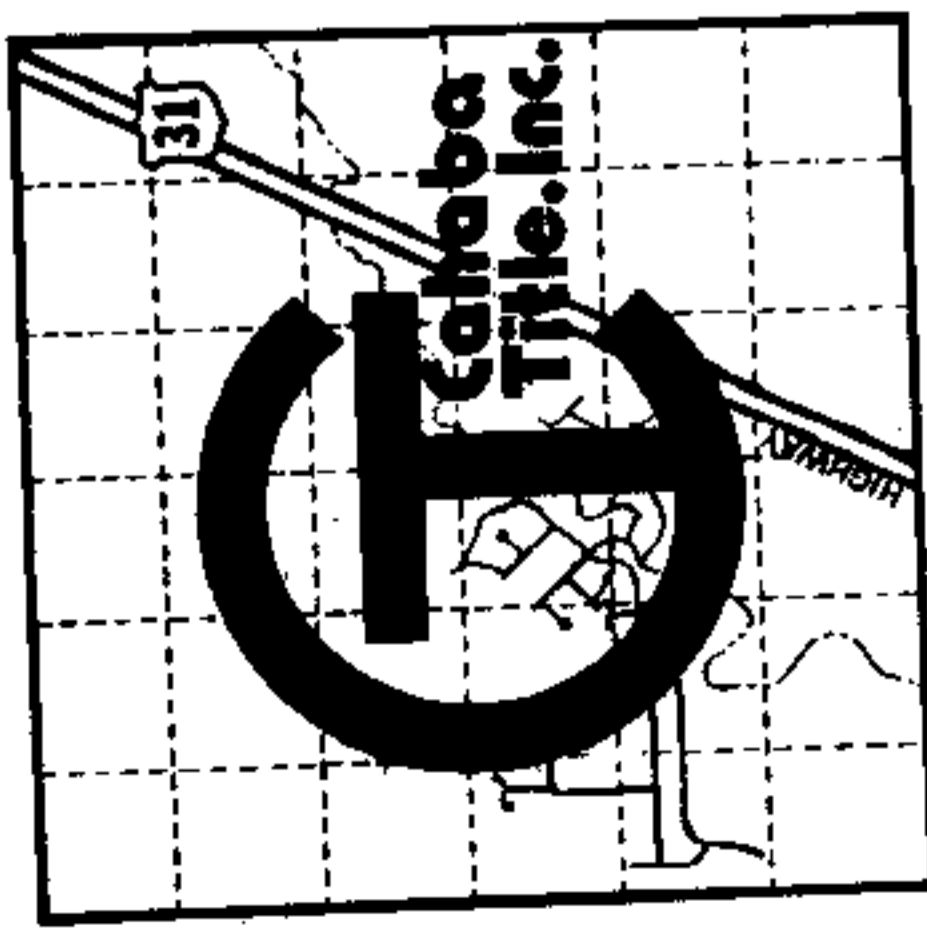
, a Notary Public in and for said County, in said State,

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: JOHN CROSS
PO Box 7347
FHM AL 35253
TO

MORTGAGE DEED



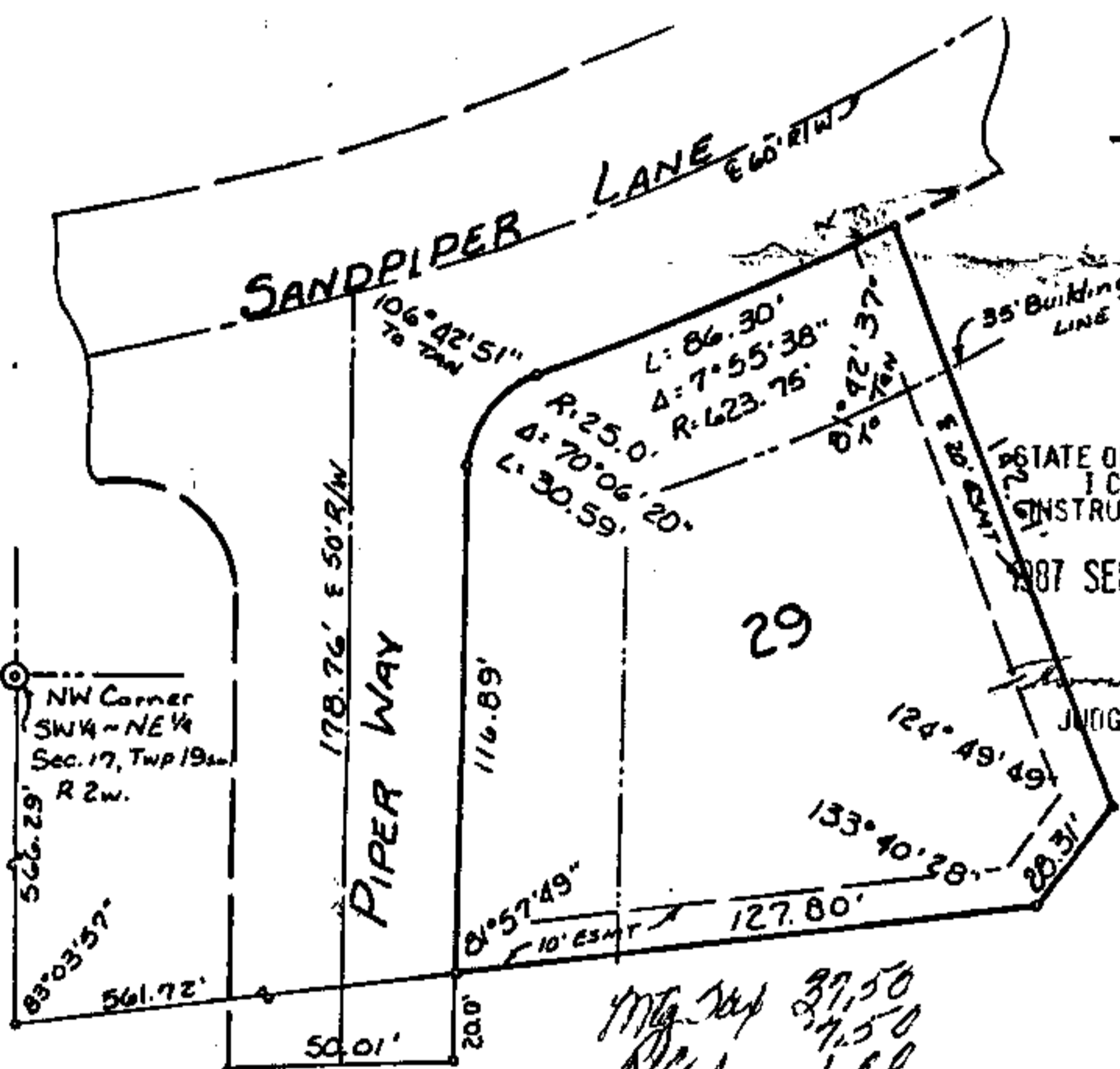
Recording Fee \$
Deed Tax \$

This form furnished by

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

Representing St. Paul Title Insurance Corporation
Telephone 205-663-1130

Exhibit "A"



STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1987 SEP 28 AM 8:45

Thomas A. Richardson
JUDGE OF PROBATE



Mg. Exp 37.50
Re 37.50
Ind 1.00

 46.00

LEGAL DESCRIPTION

RICHARDSON SURVEYING AND ENGINEERING CO., INC.
3195 CAHABA HEIGHTS ROAD
BIRMINGHAM, ALABAMA 35243
PHONE 969-0585

STATE OF ALABAMA
SHELBY COUNTY

A part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 17, Township 19 south, range 2 west more particularly described as follows:
Commence at the NW Corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 17, thence run South along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of of 566.29 feet; thence turn 96° 56'03" left and run Northeasterly for a distance of 561.72 feet to the point of beginning and the west right-of-way of Piper Way; thence continue along the last described course for a distance of 127.80 feet; thence turn 46°19'32" left and run Northwesterly for a distance of 28.31 feet; thence turn 55°10'11" left and run Northwesterly for a distance of 142.61 feet to the Southeasterly right-of-way of Sandpiper Lane; thence turn 98°17'23" left to tangent to a curve to the right, said curve having a radius of 623.75 feet, and intersection angle of 7°55'38"; thence run Southwesterly along arc of said curve and said right-of-way of Sandpiper Lane for a distance of 86.30 feet to the point of reverse curve to the left, said curve having a radius of 25.0 feet, an intersection angle of 70°06'20"; thence run Southwesterly along arc of said curve and right-of-way of Sandpiper Lane and Piperway for a distance of 30.59 feet to tangent of said curve; thence run South along the East right-of-way of Piperway for a distance of 116.89 feet to the point of beginning.

I, C.J. Richardson, a Registered Land Surveyor, do hereby certify the above to be a true and correct map or plat of my survey on this the 24th day of September, 1987.

C.J. Richardson
C.J. Richardson Reg.# 9225