

This instrument was prepared by

1491

(Name) WALLACE, ELLIS, HEAD & FOWLER

(Address) COLUMBIANA, ALABAMA 35051

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Mary H. Jennings, a single woman

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

Steven E. Chambers

(hereinafter called "Mortgagee", whether one or more), in the sum of Ten thousand and no/100 _____ Dollars

(\$ 10,000.00), evidenced by promissory note of this date in like amount with interest thereon at the rate of 10% per annum, payable over a period of ten years in monthly payments of One hundred thirty-two and 16/100 (\$132.16) Dollars per month, the first monthly payment being due and payable on December 1, 1987, and monthly thereafter until said sum plus interest is paid in full.

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,

Mary H. Jennings, 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:

A parcel of land lying and being in Section 18, Township 21 South, Range 2 East, Shelby County, Alabama, and more particularly described as follows: Commence at the Northwest corner of said Section 18; thence east along the section line 660.96 feet; thence turn an angle of 90 deg. 37 min. 00 sec. to the right and run 2492.78 feet; thence turn an angle of 93 deg. 20 min. 00 sec. to the left and run 250.42 feet to the point of beginning of a parcel herein described; thence turn an angle of 86 deg. 40 min. 00 sec. to the left and run 149.92 feet; thence turn an angle of 86 deg. 40 min. 00 sec. to the right and run 150.00 feet; thence turn an interior angle left of 91 deg. 09 min. 12 sec. and run 671.44 feet; thence turn an interior angle left of 64 deg. 58 min. 20 sec. and run 19.97 feet; thence turn an interior angle left of 206 deg. 45 min. 37 sec. and run 73.52 feet; thence turn an interior angle left of 239 deg. 19 min. 56 sec. and run 25.63 feet; thence turn an interior angle left of 24 deg. 26 min. 56 sec. and run 238.80 feet; thence turn an interior angle of left of 273 deg. 20 min. 52 sec. and run 100.05 feet; thence turn an interior angle left of 86 deg. 39 min. 08 sec. and run 302.07 feet to the point of beginning, all lying in Section 18, Township 21 South, Range 2 East Shelby County, Alabama.

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THIS IS A PURCHASE MONEY MORTGAGE.

3656 Cahaba Beach Rd
B'ham, AL
35243

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

Mary H. Jennings, a single woman

have hereunto set my signature and seal, this

12th day of November, 19 87.

Mary H. Jennings (SEAL)
 Mary H. Jennings (SEAL)
 _____ (SEAL)
 _____ (SEAL)

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THE STATE of Alabama }
 Shelby COUNTY }

I, the undersigned }
 hereby certify that Mary H. Jennings, a single woman

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

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 she executed the same voluntarily on the day the same bears date.
 Given under my hand and official seal this 12 day of November, 19 87.

Racy Lucas Notary Public.

THE STATE of }
 Shelby COUNTY }

I, *Racy Lucas* }
 hereby certify that *Mary H. Jennings*

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

whose name as 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 12 day of November, 19 87.

Racy Lucas Notary Public

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

1987 NOV 23 AM 10:46

Thomas A. Snowden, Jr.
 JUDGE OF PROBATE

return to:

TO

MORTGAGE DEED

1. Deed Tax	\$	_____
2. Mtg. Tax		15.00
3. Recording Fee		5.00
4. Indexing Fee		1.00
TOTAL		21.00

THIS FORM FROM
 Lawyers Title Insurance Corporation
 Title Guarantees Division
 TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama