

This instrument was prepared by

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Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

BRUCE N. BATES, a married man, and DENISE BATES McDOWELL, an unmarried woman,

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

BILLY K. GRAHAM, JR.

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

of FIFTEEN THOUSAND and NO/100-----Dollars  
(\$ 15,000.00 ), evidenced by a promissory note of even date repayable according to the  
terms and at the rate of interest stated therein, with the final installment being due  
and payable on January 24, 1999.

BOOK 223 PAGE 784

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt  
payment thereof, and any extensions or renewals of the same or any portion thereof and also  
secure any and all indebtedness or obligations, direct or contingent, now existing or  
hereafter owed or due by Mortgagors to Mortgagee.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

BRUCE N. BATES, a married man, and DENISE BATES McDOWELL, an unmarried 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: to

Lot #1, according to map or plat of Graham Estates, as recorded in Map Book  
13, at Page 29, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject only to the following liens, encumbrances, limitations and restrictions:  
(1) Transmission line permit to Alabama Power Company as shown by instrument recorded  
in Deed Book 198, at Page 480, in the Office of the Judge of Probate of Shelby County,  
Alabama. (2) Right-of-way to Shelby County as shown by instrument recorded in Deed  
Book 271, at Page 773, in said Probate Records. (3) 40-foot building set back line  
from Shelby County Highway #86, as shown on recorded map or plat of Graham Estates.  
(4) Subject to the following conditions or limitations stated on the map or plat of  
Graham Estates, as recorded in Map Book 13, at Page 29, in said Probate Records:  
"No construction shall be started on any lot until individual plot plan showing the  
proposed house, driveway, walks and sewage disposal system has been submitted to and  
approved by the Shelby County Health Department"; and, "No further subdividing of this  
property shall take place without the prior approval of Shelby County Planning  
Commission."

Privilege to prepay the indebtedness secured by this mortgage, in whole or in part,  
is reserved to the Mortgagors without penalty, accrued interest being due and payable  
only on the unpaid principal balance to the date of prepayment and thereafter interest  
shall be due and payable only on the unpaid principal balance.

This is a purchase money mortgage securing part of the purchase price for the  
above described real estate, conveyed to Mortgagors by the Mortgagee simultaneously  
herewith.

The above described real property does not constitute any part of the homestead  
of Bruce N. Bates or of his wife, Jerry C. Bates, nor is it being purchased to become  
part of their homestead.

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

BRUCE N. BATES, a married man, and DENISE BATES McDOWELL, an unmarried woman,

have hereunto set their signatures and seal, this

24th day of January, 19 89.

Bruce N. Bates (SEAL)  
Bruce N. Bates

Denise Bates McDowell (SEAL)  
Denise Bates McDowell (SEAL)

THE STATE of ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bruce N. Bates, a married man, and Denise Bates McDowell, an unmarried woman,

whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th

day of January, 1989  
Wade H. Morton, Jr. 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

1. Dead Tax \$  
2. Mtg. Tax 22.50  
3. Recording Fee 5.00  
4. Indexing Fee 1.00  
TOTAL 28.50

MORTGAGE DEED

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

89 JAN 25 AM 9:30

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guaranty Division  
TITLE INSURANCE - ABSTRACTS  
Birmingham, Alabama

Return to:

TO