(Nama)	Terry W. Glo	oor	·	
•				
(Address)	20152ndAv	enueNorth.,Bii	mingham, Al	labama 35203
Form 1-1-82 Re MORTGAG	v. 1-46 E—LAWYERS TI	TLE INSURANCE	CORPORATION	N, Birmingham, Alabama
STATE OF	ALABAMA	-l know	ALL MEN BY	Y THESE PRESENTS: That Whereas,
COUNTY	SHELBY	<u> </u>	1	

Roddie P. Stamps and wife, Susan D. Stamps

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

James Stamps

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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.

Roddie P. Stamps and wife, Susan D. Stamps

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:

Lot 10, according to the survey of King's Meadow Subdivision, First Sector, as recorded in Map Book 9, Page 167, and amended in Map Book 10, Page 12, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Ad valorem taxes for the current year, 1989.

2. Right of way granted to Alabama Power Company by instruments recorded in Deed Volume 225, Page 224; Real Volume 55, Page 454; and Real Volume 99, Page 520, in said Probate Office.

3. Right of way in favor of Alabama Power Company and South Central Bell Telephone Company by instrument recorded in Deed Volume 285, Page 253, in said Probate Office.
4. Easement to Colonial Pipeline in Deed Volume 220, Page 505, in said Probate Office.

5. Easements, restrictions, reservations and rights of way of record.

6. 35 foot building line from King James Drive, as shown by recorded map.

THIS IS A PURCHASE MONEY MORTGAGE.

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W.A. STAMPS 2725 ALTADENA LAKE DR. BYHAM - 35243

property and tranted free from all incumbrances and the any adverse claims, except as stated at

To Have And To Hold the above granted property unto the said Mortgages, Mortgages'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 Mortgages. 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 fall 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 Mortgages for taxes, assessments or insurance, shall become a debt to said Mortgages 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 Mortgages 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.

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IN WITNESS WHEREOF the u	indersigned Rodd	ie P. Stamps and wife, Susa	n D. Stamps
have hereunto set our signatur	re S and seal,Sthis	10th day of April Roddin P. Ston Sugan D. St	ampe (SEAL)
- <u>₹</u> E - Q (C)			(SEAL)
whose name sare signed to the foreg	Stamps and wife,	re , * Notary Public in and for a Susan D. Stamps ho are known to me acknowledge	ed before me on this day,
Given under my hand and official	seal this 10th	day of April Mr	day the same bears date. , 19 89 Notary Public.
THE STATE of Alabama I, hereby certify that	COUNTY	, a Notary Public in and for	ald County, in said State,
whose name as a corporation, is signed to the foreg being informed of the contents of si for and as the act of said corporation. Given under my hand and official	den conveyance, he, as i	tho is known to me, acknowledged before such officer and with full authority, exec day of	ore me, on this day that, cuted the same voluntarily
STAMPS	STATE OF ALA. SHE I CERTIFY INSTRUMENT W	THIS AS FILED	
Return to: 44, STAMPS Return to: 44, STAMPS 272,5 Acrosente Can STAMPS STRINGS STRINGS AND STAMPS AND STAMPS	MORTGAGE DEED	1. Samuel Mary Star	THIS FORM FROM Iguayers Title insurance (Orporetion Title Searantse Division Title Searantse Division TITLE INSURANCE—ABSTRACTS Birmingham, Alabama