(Name) WALLACE, ELLIS, FOWLER & HEAD, ATTORNEYS AT LAW

(Address) COLUMBIANA, ALABAMA 35051

MORTGAGE LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

COUNTY OF SHELBY

John M. Williams and wife, Lucretia B. Williams (hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Henry W. Parker and wife, Betty Ann Parker

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,

John M. Williams and wife, Lucretia B. Williams

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described County, State of Alabama, to-wit: state, situated in Shelby

Commence at the southeast corner of the SW1 of the NE1 of Section 12, Township 24, Range 15 East, run west along the south line of said quarter-quarter section for a distance of 750.4 feet to a point; thence turn left and run on a bearing of north 3 degrees 30 minutes west for 328.4 feet; thence turn left and run on a bearing of south 67 degrees 15 minutes west for 58.1 feet; thence turn left and run on a bearing of south 59 degrees 20 minutes west for 224.5 feet; thence turn left and run on a bearing of south 46 degrees 20 minutes east for 4 distance of 195.0 feet; to the point of beginning of the lot herein conveyed; thence turn left and run on a bearing of north 46 degrees 20 minutes east for 130.0 feet; thence turn right and run on a bearing of south 3 degrees 30 minutes east for 50.0 feet; thence turn right and run on a bearing of south 46 degrees 20 minutes west 130.0 feet; thence turn right and run on a bearing of north 3 degrees 30 minutes west for 50.0 feet; thence turn right and run on a bearing of north 3 degrees 30 minutes west for 50.0 feet; thence turn right and run on a bearing of north 3 degrees 30 minutes west for 50.0 feet; thence turn right and run on a bearing of north 3 degrees 30 minutes west for 50.0 feet; thence turn right and run on a bearing of north 3 degrees 30 minutes west for 50.0 feet; thence turn right and run on a bearing of north 3 degrees 30 minutes west for 50.0 feet; thence turn right and run on a bearing of north 3 degrees 30 minutes west for 50.0 feet; thence turn right and run on a bearing of north 3 degrees 30 minutes west for 50.0 feet; thence turn right and run on a bearing of north 3 degrees 30 minutes west for 50.0 feet; thence turn right and run on a bearing of north 3 degrees 30 minutes west for 50.0 feet; thence turn right and run on a bearing of north 3 degrees 30 minutes west for 50.0 feet; thence turn right and run on a bearing of north 3 degrees 30 minutes west for 50.0 feet; thence turn right and run on a bearing of north 46 degrees 30 minutes and run on a be

From the SW corner of the NW1 of the SE1, Section 12, Township 24 North, Range 15 East, run Northerly along the West line of said 1-1 Section 951.93 feet; thence turn right an angle of 90 degrees 00 minutes and run Easterly 323.03 feet; thence turn left an angle of 88 degrees 39 minutes and run Northerly 308.00 feet to point of beginning of the land herein described; thence continue Northerly on the same course 142.00 feet, more or less, to the South shore of Lay Lake; thence run Southwesterly along said shore line 10.00 feet to a point; thence run Southerly and parallel with the East line of the land herein described, to a point which is due West of the Point of beginning; thence run East to the point of beginning. Situated in Shelby County, Alabama.

SUBJECT TO THE FOLLOWING EXCEPTIONS AND CONDITIONS:

1. Taxes for 1992 and subsequent years, 1992 taxes are a lien but not due and payable until October 1, 1992.

2. Permits to Alabama Power Company recorded in Deed Book 133, Page 52 and Deed Book 164, Page 179, in Probate Office of Shelby County, Alabama.

It is agreed and understood that the mortgagors herein shall have the right at any time to prepay all or any part of said above indebtedness, without penalty, by paying such amount of principal plus the accrued interest as of such prepayment date.

THIS IS A PURCHASE MONEY MORTGAGE.

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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 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 Mortgages, 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 weck 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 John M. Williams and wife, Lucretia B. Williams 15£h November and seal, this have hereunto set their signatures THE STATE of ALABAMA COUNTY SHELBY , a Notary Public in and for said County, in said State, the undersigned authority I, hereby certify that John M. Williams and wife, Lucretia B. Williams known to me acknowledged before me on this day, whose names are signed to the foregoing conveyance, and who are that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date. . 1991 day of November Given under my hand and official seal this 15th Notary Pablic. THE STATE of COUNTY , a Notary Public in and for said County, in said State, I, hereby certify that 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. , 19 Given under my hand and official seal, this the day of STATE OF ALA, SHELBY CO. I CERTIFY THIS **NSTRUMENT WAS FILED** 91 NOV 15 AM 11: 08 بهو بإصفاقه ومعاسكرين الهاد المساسكيل بنوا JUDGE OF PROBATE

DEED R MORTGA

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