MORTGAGE DEED

Contract Sale
Sue D. Templin
$233.20

The State of Alabama, Shelby **County**

This Deed of Mortgage, made and entered on this, the 23rd day of October, 1980 between G. L. Templin and wife, Addis M. Templin and Terry D. Templin and wife Beverly R. Templin the party of the first part, and Central State Bank, Calera, Alabama, party of the second part,

WITNESSETH, That the party of the first part, being indebted to the party of the second part in the sum of One Hundred Forty-Eight Thousand Nine Hundred Eight^y and no/100 DOLLARS, due by one (1) promissory note of this date, due and payable in 119 payments of $2,268.91 and the last payment of $705.98 with the first of these payments being due on November 15, 1980. These payments include interest at a rate of 13.50%.

When due and any and every extension or renewal thereof, and being desirous of securing payment of the same, in consideration thereof, have granted, bargained, sold, and conveyed and by these presents do es grant, bargain, sell and convey to the said party of the second part the real estate property hereinafter described — that is to say, situated in the County of Shelby in the State of Alabama, and more particularly known as

PARCEL I

A parcel of land situated in the NE¼ of the SE¼ and the SE¼ of the SE¼, Section 21, Township 21 South, Range 1 East, described as follows: Commence at the SE corner of Section 21, Township 21 South, Range 1 East; thence run North along the East line of said Section a distance of 1142.68 feet to the point of beginning; thence continue in the same direction a distant of 752.51 feet to a point on the Southeast R/W line of Shelby County Hwy. 61; thence turn an angle of 124 degrees 13 minutes 09 seconds to the left and run along said R/W line a distance of 498.69 feet; thence turn an angle of 96 degrees 56 minutes 13 seconds to the left and run a distance of 626.58 feet to the point of beginning. Situated in the NE¼ of the SE¼ and the SE¼ of the SE¼ of Section 21, Township 21 South, RAnge 1 East, Huntsville, Meridian, Shelby County, Alabama. Situated in Shelby County, Alabama.

PARCEL II

The SW¼ of SW¼; the SE¼ of SE¼, EXCEPT that part lying Southwest of Beeswax Creek in Section 21, Township 21 South, Range 1 East. ALSO, all that part of the SW¼ of SE¼ of Section 21, Township 21 South, RAnge 1 East lying Southeast of Old Montgomery Road and Northeast of Beeswax Creek, Containing 1 acre, more or less. ALSO, all that part of the NE¼ of the SE¼ of Section 21 Township 21 South, Range 1 East lying Southeast of Montgomery Road. ALSO, the NW¼ of NW¼ of Section 27, Township 21 South, Range 1 East, EXCEPT that part lying South of Beeswax Creek and West of Crumpton Branch, said Exception described in Deed Book 140, Page 230, in Probate Office. ALSO, all that part of the NE¼ of NE¼ of Section 28, Township 21 South, Range 1 East, lying North and East of Beexwax Creek. EXCEPTING HIGHWAY RIGHT OF WAY. EXCEPTING that portion acquired by Alabama Power Company by condemnation proceedings described in Lis Pendens Book 4, Page 299, in said Probate Office. EXCEPTING parcel of land conveyed from G. L. Templin and wife, Addis M Templin to Terry D. Templin and wife, Beverly R. Templin by instrument recorded in Deed Book 288, Page 757, in the Probate Office of Shelby County, Alabama. ALSO EXCEPTING that parcel of land conveyed from G. L. Templin and wife, Addis M. Templin to Bertha M. Niven, H. E. Niven and Mable M. Smith by instrument recorded in Deed Book 313, Page 237 in the Probate Office of Shelby County, Alabama.

BOOK 407 PAGE 322

[illegible]-01-014-011
[illegible]
P. O. Box 180
Calera, AL 35040

1980110300012458O 1/3 $.00
Shelby Cnty Judge of Probate,AL
11/03/1980 12:00:00AM FILED/CERT

19801103000124580 2/3 $.00
Shelby Cnty Judge of Probate,AL
11/03/1980 12:00:00AM FILED/CERT

ARCEL III

A lot in the Town of Columbiana, Alabama, described as beginning at a point on the South right-of-way line of the Columbiana and Wilsonville paved Highway at the intersection of the East boundary of an alley which runs South from said Highway to the Kingdom public road and which alley now separates the property owned and occupied by Harold Harlin and the property herein described and which said point is marked by an iron stob on the Eastern margin of said alley; run thence in an Easterly direction along the South right-of-way line of said Columbiana and Wilsonville paved Highway a distance of 200 feet, more or less, to an iron stake marking the NW corner of the lot now known as the residence lot of Henry Moon; run thence in a Southerly direction and along the West boundary line of the said Moon lot a distance of 130 feet, more or less, to the center of a drain ditch running in a Westerly direction; run thence in a Westerly direction and along the center of said drain ditch a distance of 200 feet, more or less, to the East boundarly line of the alley mentioned above which runs in a Southerly direction from said Columbiana and Wilsonville paved Highway to the Kingdom public road; run thence in a Northerly direction along the East boundary line of said alley a distance of 132 feet, more or less, to the poing of beginning, and being the N½ of Lot No. 81, according to W. J. Horsley's Map of the Town of Columbiana and lying North of said center line of said drain ditch and being a part of the NE¼ of NW¼ of Section 25, Township 21, RAnge 1 West. Situated in Shelby County, Alabama.

This conveyance is intended to and does secure the payment of any extension or renewal of said indebtedness, and also any and all other indebtedness of the party of the first part to the party of the second part in existence at the time of the execution of this conveyance or contracted after the date of the execution of this conveyance and before the payment of the specific indebtedness hereinabove recited.

It is understood and agreed by and between the parties hereto that should the party of the second part make any further advances to the party of the first part, or should the party of the first part be or become indebted to the party of the second part in any amount over and above the amount herein mentioned, this conveyance shall stand as security therefor as fully and completely as if named and included herein and the property herein described may be sold in the event of default in the payment of such advance or indebtedness just as if said further advances or indebtednesses had been a part of the principal sum herein secured.

To Have and to Hold to the said party of the second part, ___its heirs and assigns, forever. But this Deed is intended to operate as a Mortgage, and is subject to the following conditions: that is to say, if the party of the first part shall pay and satisfy the debt above described at the time or before the same falls due, then this conveyance shall be null and of no effect: but on default of the payment of any installment of the indebtedness secured hereby, all of the indebtedness shall become due and payable, then the said party of the second part, ___its heirs or assigns, may take the above-described property into possession, and having or not having the same in possession, may sell the same to the highest bidder, at public auction at _Shelby County_____ Alabama, for cash, having advertised such sale in some newspaper published in said County by two weekly insertions, or by posting at three public places in said County for not less than twenty days at the option of the mortgagee, and execute titles to the purchaser at said sale, and shall apply the proceeds to the payment of expenses incident to said sale, including all costs of collection, taking possession of and caring for said property, and all attorney's fees, and the payment in full of said demand hereby secured, and pay over the remainder, if any to said party of the first part. And it is further agreed that the mortgagee may buy the above described property at said sale, and the auctioneer crying the same may execute titles to the purchaser. It is further agreed that party of the first part shall insure the buildings on said property in some good and responsible fire insurance company for a sum equal to the indebtedness hereby secured, not to be more than three-fourths of the value of said buildings, with loss, if any, payable to the party of the second part as _its___ interest may appear. And said party of the first part agrees to regularly assess said property and pay all taxes on the same which may become due on said property during the pendency of this mortgage.

It is further agreed that if the said party of the first part shall fail to assess said property and pay taxes on same, or to insure said buildings, then the said party of the second part may pay the same and take out said insurance, and this conveyance shall stand as security for the same.

We further certify that the above property has no prior lien or encumbrance thereon.

Witness ___our___ hand_s__ and seal___s, the day and year above written.

Signed, Sealed and delivered in the presence of

_____ V. L. & Temple (L. S.)

_____ Addie M. Temple (L. S.)

_____ Lloyd Temple (L. S.)

The State of Alabama, Shelby **County**

I, the undersigned authority, in and for said County hereby certify that G. L. Templin and wife, Addis M. Templin and Terry D. Templin and wife, Beverly R. Templin

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

Given under my hand, this 23rd day of October, 19 80

Sue S. Hope

Sue S. Hope

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1980 NOV -3 AM 11:19
JUDGE OF PROBATE

The State of Alabama, **County**

I, , in and for said County do hereby certify that on the day of , 19, came before me the within named

known to me to be the wife of the within-named who, being examined separate and apart from the husband touching her signature to the within Deed of Mortgage, acknowledged that she signed the same of her own free will and accord, and without fear, constraint, or threats on the part of her husband.

In Witness Whereof, I have hereunto set my hand, this day of , A.D., 19.

BOOK 407 PAGE 324

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1980 NOV -3 AM 11:19
JUDGE OF PROBATE

Mtg. tax - 223 50
Rec. 5.50
1 00
230 00

19801103000124580 3/3 $.00
Shelby Cnty Judge of Probate,AL
11/03/1980 12:00:00AM FILED/CERT