

The State of Alabama,

Know All Men By These Presents:

Shelby County.

19801105000125640 Pg 1/2 00
Shelby Cnty Judge of Probate, AL
11/05/1980 00:00:00 FILED/CERTIFIED

That for and in consideration of our indebtedness to Dumont Roofing and Siding Co., Inc. in the sum of Five Thousand Six Hundred Twenty One and 40/100 (\$5,621.40) -----Dollars evidenced by ^a promissory note dated Sep. 4, 1980 and payable in sixty (60) consecutive monthly installments of \$93.69 each. The first installment to be due and payable on the 17th day of Nov. 1980 and the remaining installments to be due and payable on the same date of each succeeding month thereafter until the full amount has been paid.

and for the purpose of securing the same we the said James M. Parker aka James Parker and his wife, Lillie Parker do hereby grant, bargain, sell and convey to said Dumont Roofing and Siding Co., Inc. the following property situated in Shelby County, Alabama, to-wit: NE $\frac{1}{4}$ of NW $\frac{1}{4}$ S 1, T 21 Range 3 West Shelby County. A Portion of land in the acre of John Fletcher and Ole Mae Fletcher, of land situated in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 21, Range 3 West hereafter described to wit:

Beginning at the NE corner of Fletcher land and run along the North line a distance of 110 feet; thence turn right and run East 74 feet; thence turn right and run West a distance of 110 feet; thence turn right and run North 74 feet to a point of beginning. Fletcher Deed recorded in Probate Office Shelby County, Alabama, Recorded Book 248, Page 270, May 22, 1969.

NOTE: James M. Parker and James Parker is one and the same person.

This instrument prepared by: Peter R. Bencko, 2101 Montevallo Road, S.W., Bham, AL 35211

It is further understood and agreed that the owner will keep the property covered with hazard insurance for at least its insurable value.

Warranted free from all encumbrances and against any adverse claims.

Upon condition, however, That if we pay said note to the said Dumont Roofing and Siding Co., Inc. to its heirs, agents or assigns with interest this deed to be void; but if we fail to pay said note

in whole or in part at maturity, then the entire indebtedness hereby secured shall become due and payable and

the said Dumont Roofing and Siding Co., Inc. its heirs, agents or assigns are authorized to take possession of said property, after giving 21 days notice by advertising in some newspaper published in Shelby County, Alabama.

to sell the same at auction to the highest bidder, for cash, in front of the court house door in said county, and the proceeds devote to the paying first the expense of advertising and selling, and the payment of a reasonable attorney's fee for foreclosing this mortgage, and second, the amount with interest that may be due on said note and the surplus, if any, to be turned over to the undersigned. And the mortgagee or its heirs assigns are authorized to bid for said property and become the purchaser at said sale.

Witness our hand and seal this 4th day of Sep. 1980

Subscribing witness:

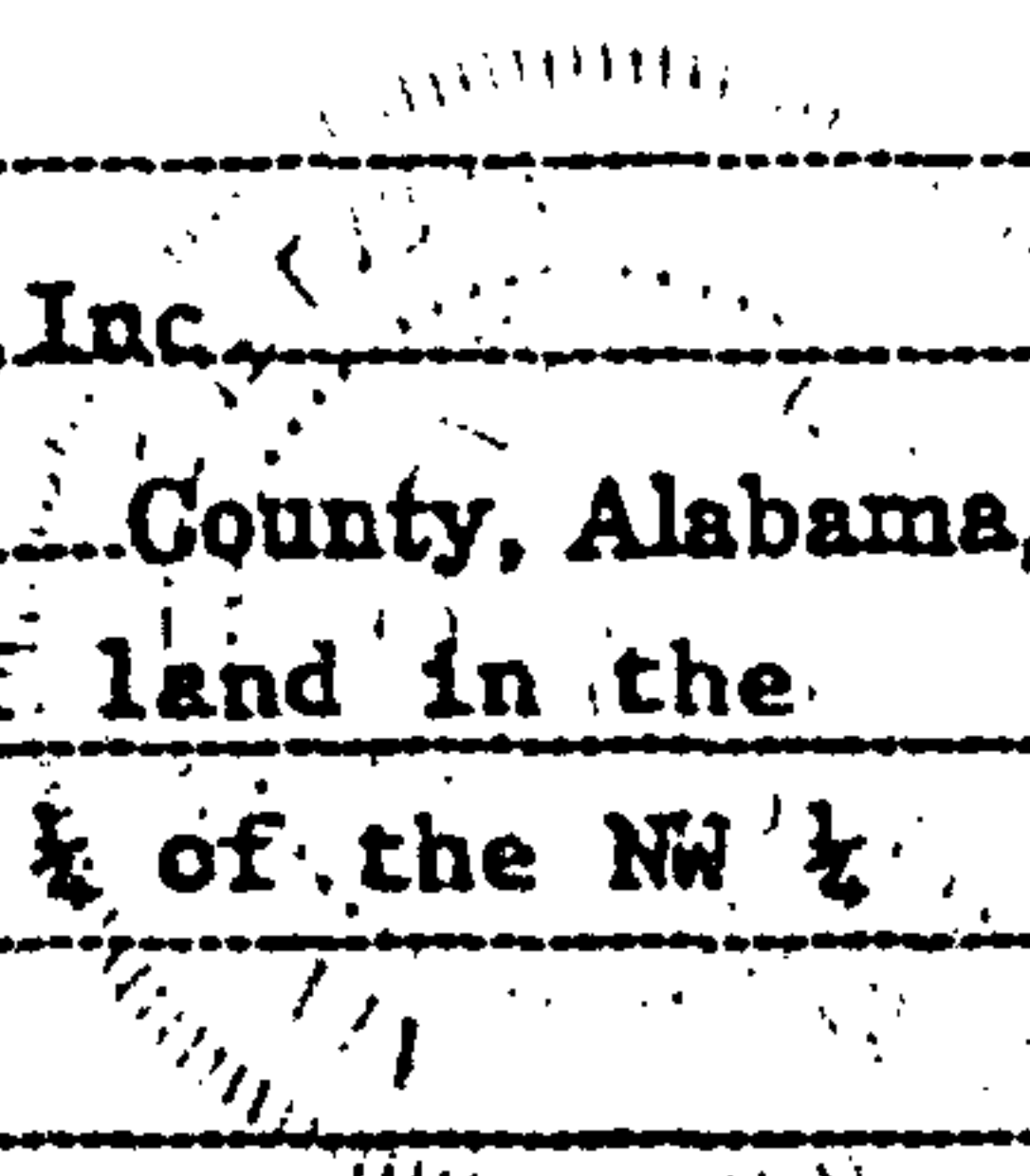
[Signature]

X James M. Parker
X Lillie Parker

B.2.2.B.

See release of Prob. Bk. 41 pg. 762 (8-12-81)

BOOK 407 PAGE 433



THE STATE OF ALABAMA, }

Shelby County }

Peter R. Bencko

a Notary Public

in and for said County, in said State, hereby

certify that James M. Parker aka James Parker and his wife, Lillie Parker
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 this conveyance, they
executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 4th day of Sep. A. D. 1980

Notary Public, Alabama State Seal
My Commission Expires February 12, 1983

ASSIGNMENT OF MORTGAGE

For value received, Dumont Roofing and Siding Co., Inc., acting by and through its

President
(Title)

Birmingham Trust National Bank

whose address is 2401 6th Avenue South, city of Birmingham

county of Jefferson, all of its right, title and interest in and to the

foregoing mortgage of real estate, together with the promissory note therein described, and the land covered thereby.

WITNESS, my hand and seal this 10th day of Oct. 1980

Attest:

STATE OF ALA. SHELBY CO. Notary Seal
I CERTIFY THIS INSTRUMENT WAS FILED
5 11 09
Secretary or Assistant Secretary

Dumont Roofing and Siding Co., Inc.

(Name of Deedee)

By [Signature]
Title: President

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ALABAMA, County of _____ ss.

On _____, 19____,

before me, the undersigned authority, personally appeared the above named _____

and acknowledged the foregoing instrument to be (his) (her) (their) free and voluntary act and deed.

WITNESS, my hand and official seal the day and year last above written.

(SEAL)

Notary Public
My commission expires: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF ALABAMA, County of Jefferson ss.

On Oct. 10, 1980, before me, the under-

signed authority, personally appeared A. B. Parker, Jr.

to me known to be the President

of Dumont Roofing and Siding Co., Inc.

a corporation, and acknowledged that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

WITNESS, my hand and official seal the day and year last above written.

(SEAL)

Notary Public
My commission expires: _____
Notary Public, Alabama State Seal
My Commission Expires February 12, 1983

MORTGAGE

THE STATE OF ALABAMA

County _____

of the Probate Court of said County, hereby
testify that the foregoing conveyance was filed for
registration in this office on the _____ day of
_____, 19____, and was recorded

Vol. _____ Records of Deeds,
_____ on the
_____ days of _____, 19____

Judge of Probate

Recording Fee, \$ _____

State Tax \$ _____