RUMENT PREPARED BY:

James J. Odom, Jr. 2154 Highland Avenue

Birmingham, Alabama 35205

Birmingham, Alabama MORTGAGE - ALABAMA TITLE CO., INC.,

19801125000134680 1/2 \$.00 Shelby Cnty Judge of Probate, AL 11/25/1980 12:00:00AM FILED/CERT

State of Alabama

SHELBY

NAME:

COUNTY

All Men By Chese Fresents, that whereas the undersigned Roy L. Martin and Sherwood Stamps, a general partnership and Annel Corporation, Inc. are Jack A. McGuire and Ann E. McGuire justly indebted to

in the sum of Sixty-two Thousand, Four Hundred, Forty and 25/100-----Dollars promissory note of even date evidenced by a

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Roy L. Martin and Sherwood Stamps, a general partnership, and Annel Corporation, Inc. do, or does, hereby grant, bargain, sell and convey unto the said Jack A. McGuire and Ann E. McGuire (hereinafter called Mortgagee) the following described real property situated in Shelby

County, Alabama, to-wit:

A parcel of land located in the SE% of the SE% of Section 25, Township 19 South, Range 3 West, and the NE% of the NE% of Section 36, Township 19 South, Range 3 West more particularly described as follows: Commence at the southeast west more particularly described as follows: Commence at the southeast corner of said SE% of the SE% of Section 25, thence in a westerly direction along the southerly line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, a distance of 362.50 feet; thence 31 deg. 07 min. 40 sec. left in a southwesterly direction a distance or 8.51 feet to the point of beginning; thence continue along last described course a distance of 201.82 feet; thence 79 deg. 30 min. right in a northex westerly direction a distance of 135.00 feet; thence 100 deg. 30 min. right in a northeasterly direction a distance of 125.00 feet; thence 4 deg. 15 min. left in a northeasterly direction a distance of 91.30 feet; thence 90 deg. right in a southeasterly direction a distance of 139.89 feet to the point of beginning; being situated in Shelby County, Alabama. SUBJECT TO: (1) Current taxes; (2) Transmission Line Permits to Alabama Power Company recorded in Deed Book 101, Page 500, Deed Book 111, Page 153, Deed Book 129, Page 38, Deed Book 101, Page 569, and Deed Book 240, Page 429; (3) Title to all minerals underlying caption lands with mining rights and privileges belonging thereto. The proceeds of this loan have been applied toward the purchase price of the property described above conveyed to mortgagors simultaneously herewith.

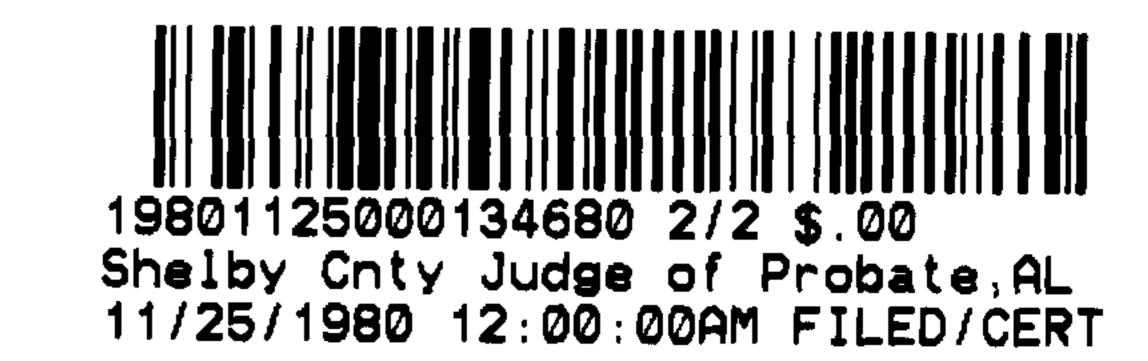
This mortgage is second and subordinate to that certain mortgage from Annel Corporation, Inc. to National Bank of Commerce recorded in Mortgage Book 1 394, Page 453, in the Office of the Judge of Probate of Shelby County, Alabama.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said mortgages to every and the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and to further secure said , indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning \$ \(\square\) and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 Amortgagee then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if Jeollected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, as-Ressments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mort-Agagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but Ishould default be made in the payment of any sum expended by the said Mortgagee, or should said indebtedness bereby secured, or any Ipart thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said property become in-Idangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any Istatement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form 2 and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 Mort. Jgagee shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving Atwenty-Cat days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper pub-I hished in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

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on. 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest hidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said see to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

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on this the 20th	day of November,	19 80.	
WITNESSES: 2 mtg. 93.7: 2 Rue. 3.50 Lind. 1.00 48 25	1980 NOV 25 AN 9= 07	Sherwood Stamps, G	neral Partner (Seal) eneral Partner (Seal) Inc. (Seal)
STATE OF ALABAN			

PEFFROOM COUNTI

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Roy L. Martin and Sherwood Stamps, whose names as General Partners of Roy L. Martin and Sherwood Stamps, a general partnership, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they in their capacity as such General Partners, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 20th day of November,

1980.

STATE OF ALABAMA

Corporate Acknowledgement

COUNTY OF JEFFERSON

a Notary Public in and for said County, in the undersigned Roy L. Martin said State, hereby certify that whose name as President of Annel Corporation, Inc. 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 the 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 20

.Notary Public

TO .	JON DE LE LA CE		This Form Furnished By
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