

(Name) The First Bank of Alabaster, Virginia Johnson

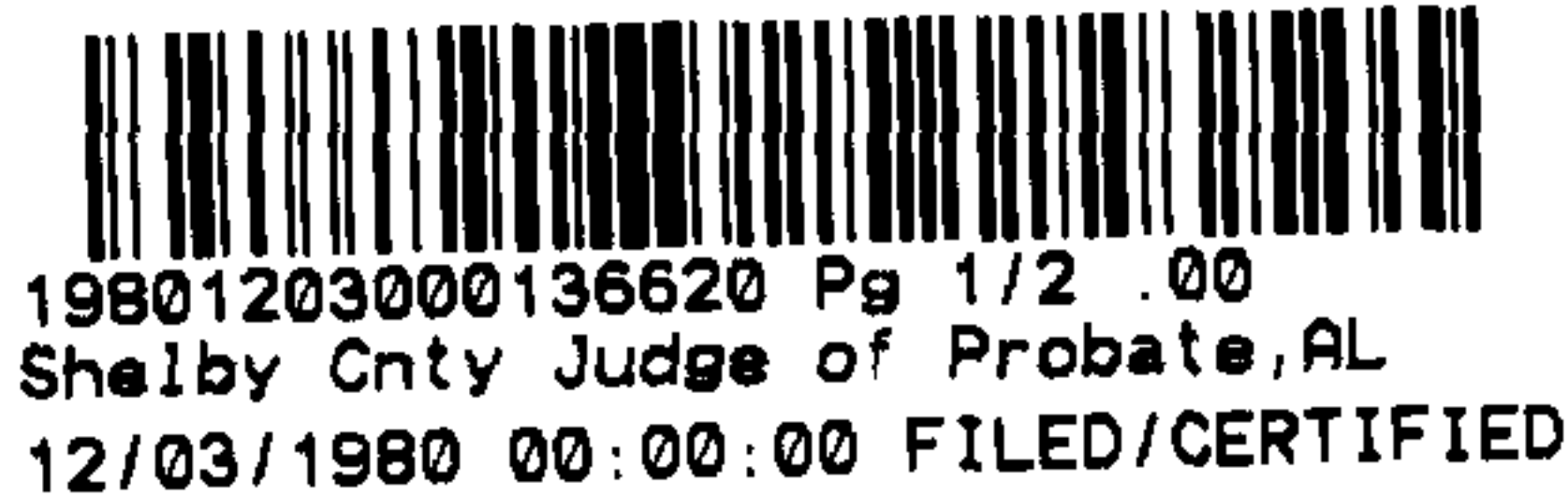
(Address) P.O. Box 246, Alabaster, Alabama 35007

Form 1-1-22 Rev. 1-66

STATE OF ALABAMA  
COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,  
Grady Lewis Bailey and wife, Alice Frances Bailey

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to  
The First Bank of Alabaster



(hereinafter called "Mortgagee", whether one or more), in the sum  
of Eight thousand five hundred and 00/100----- Dollars  
(\$ 8,500.00 ), evidenced by One promissory note of this date for a like amount plus  
all interest, recording fees, insurance and other charges, if any, and due in  
accordance with the terms and conditions of said note.

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,

Grady Lewis Bailey and wife, Alice Frances Bailey

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:

A part of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 20, Township 21, Range 2 West, more particularly  
described as follows: Commencing at the NW Corner of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section  
20, and run south 31 deg. 20' East 366 feet; thence run South 24 deg. 50' East 361 feet  
to point of beginning of tract herein described; thence run North 78 deg. 49' East 459.9  
feet along the North side of Newton property to the West right of way line of the  
Birmingham-Montgomery Highway; thence along the West right of way line of said Highway  
North 28 deg. 20' West 200 feet to the SE corner of Bailey lot; thence run South  
71 deg. 40' West 438 feet; thence run South 24 deg. 50' East 136 feet to point of beginning.  
Subject to transmission line permits and public road rights of way of record.  
Situated in Shelby County Alabama.

FIRST BANK of ALABASTER  
P. O. Box 246  
Alabaster, Alabama 35007



To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee'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 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 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 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.

IN WITNESS WHEREOF the undersigned

Grady Lewis Bailey and wife, Alice Frances Bailey

have hereunto set their signatures and seal, this 14th day of November, 1980

Grady Lewis Bailey (SEAL)

Alice Frances Bailey (SEAL)

(SEAL)

(SEAL)

19801203000136620 Pg 2/2 .00  
Shelby Cnty Judge of Probate, AL  
12/03/1980 00:00:00 FILED/CERTIFIED

THE STATE of Alabama }  
Shelby COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

Grady Lewis Bailey and wife, Alice Frances Bailey

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

Given under my hand and official seal this 14th day of November, 1980

Notary Public.

MY COMMISSION EXPIRES APRIL 15, 1984

THE STATE of }  
COUNTY }

I, a Notary Public in and for said County, in said State, hereby certify that

whose name as of

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.

Given under my hand and official seal, this the day of , 19

Notary Public

Return to:

FIRST BANK OF ALABASTER  
P. O. Box 246  
Alabaster, Alabama 35007

MORTGAGE DEED

Mtg 1275-  
Rec 300  
Ind. 100  
STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED  
1980 DEC -3 AM 10:22  
JUDGE OF PROBATE

THIS FORM FROM