This instru[redacted]s prepared by [redacted] [redacted]

(Name) E. Franklin Parker, Sr. 388

(Address) 1224 Carol Circle - Midfiled, Al. 35228

MORTGAGE— AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA
COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Charles W. Callan and wife, Bernice Callans

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Flora J. Cross

(hereinafter called "Mortgagee", whether one or more), in the sum of Eight Thousand and 00/100 ---------------------------------- Dollars ($ 8,000.00), evidenced by one promissory installment note of this date for 8,000.00 together with interest on the unpaid portion thereof from date at the rate of eight per cent per annum, payable in monthly installments at $100.00 each, payable on the 1st day of each month after date, commencing December 1, 1980, until said sum plus interest is paid in full.

$8,000.00 Down Payment-Balance Due $8,000.00 plus 8 per cent interest .

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,

Charles W. Callan and wife, Bernice Callans

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:

Begin at the north west corner of the South East Quarter of the North West Quarter of Section 23, Township 19 South, Range 2 West; thence run south along the west line of said quarter-quarter 181.0 feet to the point of beginning; thence continue south along the previous course 228.26 feet; thence turn an azimuth of 94 degrees 01 minutes 10 seconds easterly 411.43 feet; thence turn an azimuth of 101 degrees 41 minutes south easterly 352.5 feet to the westerly bank of Cahaba Valley Creek; thence turn an azimuth of 41 degrees 08 minutes north easterly along said westerly bank 8.46 feet; thence turn an azimuth of 74 degrees 56 minutes north easterly along said westerly bank 200.0 feet; thence turn an azimuth of 36 degrees 55 minutes north easterly along said westerly bank 104.25 feet; thence turn an azimuth of 357 degrees 05 minutes north westerly along said bank 67.18 feet to an existing iron at the eastern end of an old fence; thence turn an azimuth of 273 degrees 46 minutes 02 seconds westerly along said fence 804.06 feet; thence turn an azimuth of 287 degrees 47 minutes 52 seconds north westerly 218.64 feet to the point of beginning, said property contains 4.39 acres.

Mortgagors shall have the right to prepay all or any part of the balance of the mortgaged indebtedness without penalty or unearned interest

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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

have hereunto set signature and seal, this 27th day of October, 1980

Bernice Callans (SEAL)

Charles Wm Calland (SEAL)

.... (SEAL)

.... (SEAL)

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THE STATE of Ala.
[illegible] COUNTY

I, [illegible] Miller, a Notary Public in and for said County, in said State, hereby certify that Bernice Cassano, Charles W. Cassano

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

Given under my hand and official seal this 27 day of Oct, 1980.

[illegible] Miller Notary Public.

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

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1980 DEC -9 AM 9:25

Thomas A. Snowden Jr.
JUDGE OF PROBATE

Mtg. 12.00
Rec. 3.00
Ind. 1.00
16.00

Return to:

TO

MORTGAGE DEED

This form furnished by

american title insurance company
2119 - 3RD AVENUE NORTH • BIRMINGHAM, AL 35203 • (205) 254-8080