(Name) Wallace, Ellis, Head & Fowler, Attorneys

(Address) Columbiana, Alabama

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA COUNTY OF SHELBY

130 130 KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Walter Thomas Armstrong and wife, Alice Y. Armstrong

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

E. G. Hall and wife, Effie Hall

(hereinafter called "Mortgagee", whether one or more), in the sum of TWENTY-EIGHT THOUSAND, EIGHT HUNDRED FIFTY AND NO/100

\$ 28,850.00), evidenced by one promissory installment note of this date in the amount of \$28,850.00, together with interest upon the unpaid portion thereof from date at the rate of 8% per annum, in monthly installments of \$211.71, payable on the 1st day of each month after date, commencing February 1, 1980, until said sum is paid in full.

19801229000147000 1/2 \$.00 Shelby Cnty Judge of Probate, AL 12/29/1980 12:00:00AM FILED/CERT

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,

Walter Thomas Armstrong and wife, Alice Y. Armstrong

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby

A parcel of land located in the Northeast 1/4 of the Southeast 1/4 of Section 34. Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of Lot 1. Block 1 of Fernwood - Fourth Sector, as recorded in Map Book 7. Page 96 in the office of the Judge of Probate in Shelby County, Alabama; thence in a Northwesterly direction, along the Southwest line of said Lot 1, a distance of 20.11 feet to the Point of Beginning; thence 58 degrees 59 minutes 33 seconds left, in a Northwesterly direction, a distance of 159.78 feet to a point on the Southeast Right of Way Line of 13th Street N.W.; thence 93 degrees 43 minutes 28 seconds right, in a Northeasterly direction along said Right of Way Line, a distance of 113.91 feet to the beginning of a curve to the right, said curve having a radius of 25.0 feet and a central angle of 124 degrees 10 minutes 53 seconds; thence along arc of said curve a distance of 54.18 feet to end of said curve and the beginning of a curve to the left, said curve having a radius of 50.0 feet and a central angle of 48 degrees 11 minutes 23 seconds; thence along arc of said curve, in a Southeasterly direction, a distance of 42.05 feet to end of said curve, said point being the Northwest corner of said Lot 1. Block 1 of Fernwood - Fourth Sector; thence 69 degrees 16 minutes 35 seconds right, measured from tangent of said curve, in a Southeasterly direction along the Southwest line of said Lct 1. a distance of 142.00 feet to the Point of Beginning.

Mortgagors shall be responsible for all costs of connecting the sewer to the building on the above described property, and mortgagors shall keep and maintain the improvements on said real estate in good condition.

THIS IS A PURCHASE MONTH MORTGAGE

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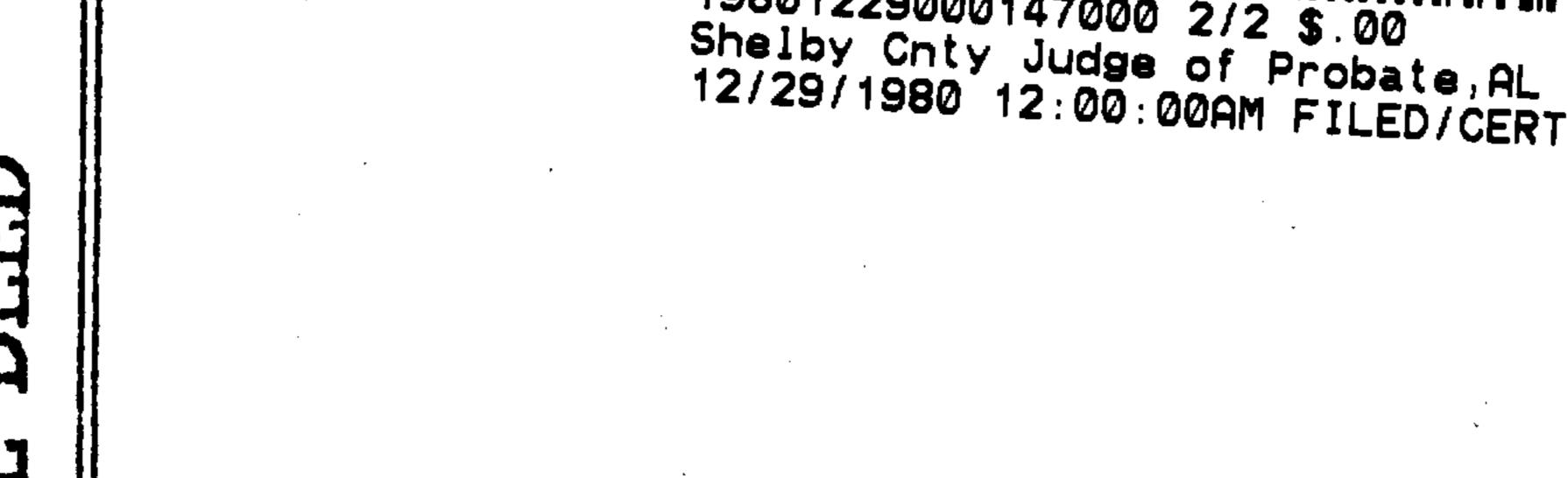
Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns for-site ever; 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 Mortgages 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 Martgages or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpant 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 "erured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of pail 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 OUR signature OFALA SHELBY CO. That . 43.35 INSTRUCTENT WAS FILED Walter Thomas Armstrong SEAL) Soul. 1.00 1980 DEC 29 AM 9: 59 Walter Thomas Armstrong (SEAL) Walter Thomas Armstrong (SEAL) Walter Thomas Armstrong (SEAL)
THE STATE of ALABAMA SHELBY COUNTY
I, the undersigned , a Notary Public in and for said County, in said State, hereby certify that Walter Thomas Armstrong and wife, Alice Y. Armstrong
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 the conveyance they executed the same voluntarily on the day the same hears date. Given under my hand and official seal this 28th day of January , 13 80. Notary Public.
I, Shelley COUNTY of Notary Public in and for said County, in said State, hereby certify that Walter Thomas armstrong & allee y armstrong whose name as
hereby certify that Walter Thomas armstrong & alice 4 Amstron
whose name as 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



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