



(Name) Thomas R. McEniry
(Address) 1721 4th Avenue, Bessemer, AL 35220

MORTGAGE LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama
STATE OF ALABAMA }
COUNTY OF JEFFERSON } KNOW ALL MEN BY THESE PRESENTS, That Whereas,

EDWARD C. MITCHEM, JR. and wife, FRANCES H. MITCHEM

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

THOMAS C. DICKINSON and wife, ANNIE M. DICKINSON

(hereinafter called "Mortgagee", whether one or more), in the sum
of Twelve Thousand Seven Hundred Fifty and No/100----- Dollars
(\$ 12,750.00), evidenced by one installment promissory note payable in
three installments bearing interest at 10% from date due and payable on
or before February 1, 1982, Feb. 1, 1983 and Feb. 1, 1984; advance payments
may be made without penalty.

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,

Edward C. Mitchem, Jr. and wife, Frances H. Mitchem

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:

Tract No. 1:

Begin at the northwest corner of the northwest quarter of the southeast quarter
of Section 32, Township 20 South, Range 4 West, Shelby County, Alabama; thence
easterly along the north boundary of said quarter-quarter section 364.63
feet to intersection with the centerline of Shelby County Highway No. 1 right
of way; said intersection being the point of beginning; thence continue easterly
along said north boundary 390.22 feet to intersection with the centerline
of an old road; (the next two courses are along said centerline of an old
road), thence right 99° 00' in a southwesterly direction 108.00 feet; thence
left 15° 26' in a southeasterly direction 300.60 feet; thence right 99° 26'
in a westerly direction 377.01 feet to intersection with said centerline of
right-of-way; thence right 82° 14' in a northwesterly direction along said
centerline of right-of-way 406.93 feet, more or less, to the point of beginning
EXCEPT 40.00 feet on the East side of centerline of said right-of-way for
Shelby County Highway No. 1; ALSO EXCEPT 10.00 feet on the west side of said
centerline of an old road; mineral and mining rights excepted and subject
to the following restrictions that only one house can be built on the tract
of property described herein and that the same cannot be used for any commercial
purposes or buildings, said restrictions to expire in the year 2000.

Also:

Begin at the Southeast corner of the SE 1/4 of the SW 1/4 of Section 32,
Township 20 South, Range 4 West, Shelby County, Alabama; thence west along
the south line of said 1/4-1/4 270.00 feet; thence right 88° 48' in a northerly
direction 700.00 feet to the point of the beginning; thence continue along
same course 175.00 feet; thence right 91° 12' in a easterly direction 1041.89
feet to the centerline of a county road; thence right 65° 19' in a southeasterly
direction along said centerline 40.36 feet; thence right 90° 00' in
a southwesterly direction 40.00 feet to the Southwest rightofway of said
county road; thence left 11° 30' in a southwesterly direction 236.89 feet;
thence right 35° 41' in a westerly direction 825.86 feet to the point of
beginning. Containing 3.6 acres, more or less; mineral and mining rights
excepted. Purchaser shall move all fences from the properties to the new
property line.

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

EDWARD C. MITCHEM, JR. and wife, FRANCES H. MITCHEM

have hereunto set their signature^S and seal, this

21st day of January, 19 81
Edward C. Mitchem, Jr. (SEAL)

Frances H. Mitchem (SEAL)

THE STATE of Alabama }
Jefferson COUNTY }

_____, a Notary Public in and for said County, in said State, hereby certify that Edward C. Mitchem, Jr. and wife, Frances H. Mitchem

whose name^S are _____, signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that _____ of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of January, 19 81
_____, 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

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Shelby Cnty Judge of Probate, AL
01/23/1981 00:00:00 FILED/CERTIFIED

TO: Edward C. Mitchem, Jr. and Frances H. Mitchem

TO: Thomas C. Dickinson and Leo, Antonio H. Dickinson

MORTGAGE DEED

FROM: Farmers Life Insurance Corporation
Title Insurance Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

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