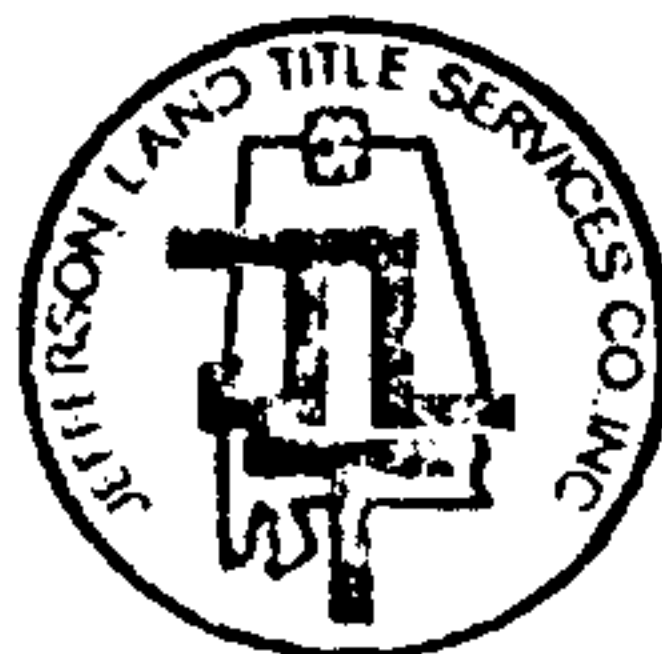


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This instrument was prepared by
Harrison, Conwill, Harrison & Justice
(Name) Attorneys at Law
P.O. Box 557
(Address) Columbiana, Alabama 35051



Jefferson Land Title Services Co., Inc.
316 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8070
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

MORTGAGE--

STATE OF ALABAMA
SHELBY COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Stevie Dunnaway and wife, Sandra G. Dunnaway

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

Willie Frances Brantley



19810206000013480 Pg 1/2 00
Shelby Cnty Judge of Probate, AL
02/06/1981 00:00:00 FILED/CERTIFIED

(hereinafter called "Mortgagee", whether one or more), in the sum

of Two Thousand Three Hundred and no/100----- Dollars
(\$ 2,300.00), evidenced by one promissory note of this date, payable in twenty-three
(23) monthly installments each being \$100.00 per month, with no interest if paid
according to terms, payable on the 20th day of each month beginning March 20, 1981,
until paid in full, the last payment being due on January 20, 1983.

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,

Stevie Dunnaway and wife, Sandra G. Dunnaway

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 parcel of land situated in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8, Township 21 South,
Range 3 West, Shelby County, Alabama, more particularly described as follows:
Commence at the Northwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8, Township 21
South, Range 3 West, Shelby County, Alabama; thence run Southerly along the West
line of said $\frac{1}{4}$ - $\frac{1}{4}$ 634.05 feet to a point; thence 84 degrees 27 minutes 30 seconds
left and run 172.19 feet to the point of beginning of the property being described;
thence continue along last described course 284.24 feet to a point; thence 90
degrees 0 minutes left and run 80.63 feet to a point; thence 52 degrees 00 minutes
07 seconds left and run 273.18 feet to a point; thence 112 degrees 30 minutes 23
seconds left and run 258.19 feet to the point of beginning, containing 1.0 acre and
marked on the corners with iron pins.

ALSO, the right to use the driveway over Willie Frances Brantley's land for ingress
and egress to the above described property from Shelby County Highway No. 270.

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

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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

Stevie Dunnaway and wife, Sandra G. Dunnaway

have hereunto set our signatures *and seal*, this 3rd day of February, 1981.

Mtg. 3.45
Rec. 3.00
Insd. 1.00
7.45

I CERTIFY THIS INSTRUMENT WAS FILED
1981 FEB -6 AM 8:02
Thomas G. Snowden, Jr.
JUDGE OF PROBATE

Stevie Dunnaway (SEAL)
Stevie Dunnaway (SEAL)
Sandra G. Dunnaway (SEAL)
Sandra G. Dunnaway (SEAL)

THE STATE of ALABAMA }
SHELBY COUNTY }

19810206000013480 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
02/06/1981 00:00:00 FILED/CERTIFIED

I, the undersigned authority, a Notary Public in and for said County, in said State,

herby certify, that Stevie Dunnaway and wife, Sandra G. Dunnaway whose names are assigned 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 bears date.

Given under my hand and official seal this 3rd day of February, 1981.
W. A. Justice Notary Public.

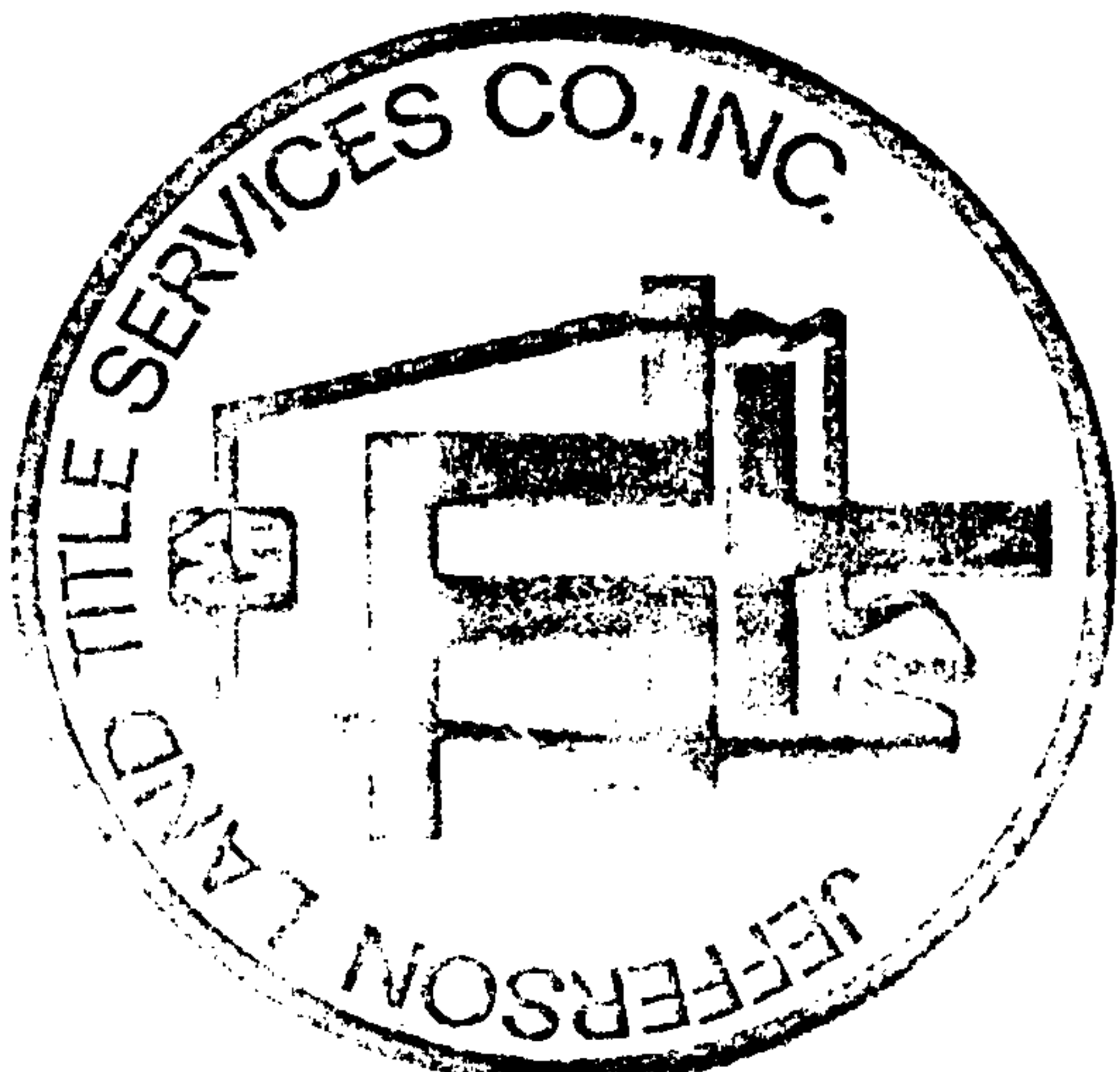
THE STATE of _____ COUNTY }

I, _____, a Notary Public in and for said County, in said State,

herby 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

MORTGAGE DEED



Recording Fee \$
Deed Tax \$

This form furnished by

Jefferson Land Title Services Co., Inc.
310 21ST NORTH • P.O. BOX 1348 • MOBILE 36686-1348

Member of the National Title Insurance Company

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Return to: