

(Name).....Peggy Bates.....
(Address).....6102 Valley Station Road, Helena, Alabama 35080.....

19810220000019160 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
02/20/1981 00:00:00 FILED/CERTIFIED

Form 1-1-22 Rev. 1-66
MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA }
COUNTY SHELBY } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

DENNEY E. BARROW and B.J. HARRIS

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

KENNETH ROBERT JONES and wife HELEN M. JONES

of SEVENTY FIVE THOUSAND AND NO/100 (hereinafter called "Mortgagee", whether one or more), in the sum
(\$ 75,000.00), evidenced by One promissory note of even date herewith, bearing interest
at the rate of 10% per annum, payable in 3 annual payments of \$25,000.00 with interest
on the unpaid balance. This mortgage may be prepaid after 1 year with no pre-payment
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,

DENNEY E. BARROW AND B.J. HARRIS

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 legal description is attached labeled Exhibit A

This is a purchase money mortgage given and received to secure the unpaid balance
of the purchase price of the above described property.

BOOK 4110 PAGE 31
Miss. Ex. 54 p. 7

...and the holder of said mortgage shall be entitled to the same as to the principal and interest thereon, 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 OUR signature S and seal, this 19th day of February, 1981

(SEAL)
(SEAL)
(SEAL)
(SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

I, THE UNDERSIGNED
hereby certify that Denney E. Barrow and B.J. Harris
, a Notary Public in and for said County, in said State,
whose names are 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 bears date.
Given under my hand and official seal this 19th day of February, 1981, 1981
Notary Public.

THE STATE of
COUNTY

I,
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: Emmett W. Cloud Realty
6102 Valley Station Road
Helena, Alabama 35080

DENNEY E. BARROW and B.J. HARRIS
TO
KENNETH ROBERT JONES and wife
HELEN M. JONES

MORTGAGE DEED

THIS FORM FROM
any Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS
TRUSTS
Birmingham, Alabama

DESCRIPTION:

A parcel of land situated in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, being more particularly described as follows:

Begin at the Southwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West and run North along the West line of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ 872.72 feet to a point on the centerline of Cahaba Valley Road (Alabama State Highway No. 119); thence 60 deg. 38' to the right and run Northeasterly along the centerline of Cahaba Valley Road 762.35 feet to a point; thence 88 deg. 39' 10" to the right and run Southeasterly 99.70 feet to a point on the Southeasterly right of way of Cahaba Valley Road as now established by the Alabama Highway Department, said point also being the point of beginning; thence continue along the last described course in a Southeasterly direction 351.93 feet to a point on the centerline of a creek; thence 105 deg. 39' to the left in a Northeasterly direction along the approximate centerline of said creek a distance of 5.53 feet to a point; thence 19 deg. 53' to the right in a Northeasterly direction along the approximate centerline of said creek a distance of 195.15 feet to a point; thence 94 deg. 14' to the left in a Northwesterly direction a distance of 359.97 feet to a point on the Southeasterly right of way of Cahaba Valley Road; thence 88 deg. 36' 12" to the left in a Southwesterly direction along the Southeasterly line of Cahaba Valley Road a distance of 200.00 feet to the point of beginning. Contains 70,986 square feet or 1.63 acres.
Situating in Shelby County, Alabama.

According to survey of Walter Schoel, Jr., dated 1-27-81.

19810220000019160 Pg 3/3 .00
Shelby Cnty Judge of Probate, AL
02/20/1981 00:00:00 FILED/CERTIFIED

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

1981 FEB 20 AM 9:31

Thomas A. Brannen, Jr.
JUDGE OF PROBATE

Mtg TAX 112.50
Rec'd H.S.O
Jud 1.00
117.00

ORIGINAL

BOOK 410 PAGE 53