THIS INSTRUMENT PREPARED BY:

NAME: William H. Halbrooks, Atty.
Suite 820 One Independence Plaza
ADDRESS: Birmingham, AL 35209

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1981022300019630 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
02/23/1981 00:00:00 FILED/CERTIFIED

MORTGAGE — ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

SHELBY COUNTY

Know All Men By These Presents, that whereas the undersigned Dorothy J. Reid,

justly indebted to H. Willis Holmes

in the sum of One Hundred Forty-Six Thousand Dollars and No/100

evidenced by a promissory note dated 2-20-81

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Dorothy J. Reid

do, or does, hereby grant, bargain, sell and convey unto the said H. Willis Holmes

(hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

SEE ATTACHED FOR EXHIBIT "A"

This is a Purchase Money Mortgage.

BOOK 410 PAGE 63

See Release Misc Book 43 page 729 (1-28-82)
See Release Misc 52 Pg 471 (9-16-83)

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays saidindebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 20th day of February 1981.

WITNESSES:

Dorothy J. Reid _______________ (Seal)
Dorothy J. Reid

_______________ (Seal)

_______________ (Seal)

_______________ (Seal)

MTG Book 410 PAGE 65-A

STATE OF ALABAMA
SHELBY County

General Acknowledgement

I, the undersigned, , a Notary Public in and for said County in said State, hereby certify that Dorothy J. Reid whose name 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 the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of February 1981.

William H Holbrooks Notary Public.

STATE OF
COUNTY OF

Corporate Acknowledgement

I, a Notary Public in and for said County, in said State, hereby certify that
whose name as President 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 the 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 WILLIAM H. HALBROOKS
#1 [illegible]
BIRMINGHAM, AL [illegible]

TO

MORTGAGE

This Form Furnished By
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama

EXHIBIT "A"

A tract of land situated in Sections 13, 14, 23, and 24, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the northwest corner of Section 24, Township 19 South, Range 2 West, and run South along West line of said section for a distance of 547.72 feet; thence an angle left of 148 degrees 50 minutes and run Northeasterly 384.09 feet; thence an angle left of 90 degrees 00 minutes and run Northwesterly 40.0 feet to a point on the Northwesterly right of way of the Cahaba Valley Road, said point being the point of beginning of herein described property; thence an angle right of 90 degrees 00 minutes and run Northeasterly along right of way of said road, 464.52 feet to a point of curve of a curve to the right having a radius of 4,607.50 feet and run along arc of said curve, 305.34 feet; thence an angle left of 93 degrees 23 minutes 50 seconds to tangent, and run Northwesterly 338.46 feet; thence an angle right of 08 degrees 33 minutes and run northwesterly 628.82 feet; thence an angle left of 77 degrees 30 minutes and run Southwesterly 356.22 feet; thence turn an angle right of 23 degrees 45 minutes 30 seconds and run Southwesterly 198.19 feet; thence an angle left of 27 degrees 39 minutes 30 seconds and run Southwesterly 313.37 feet; thence an angle right of 10 degrees 11 minutes 45 seconds and run Southwesterly 148.68 feet; thence an angle left of 109 degrees 30 minutes and run Southeasterly 1,391.31 feet to a point of intersection with the northwesterly right of way line of Cahaba Valley Road, said right of way line being in a curve to the left and having a radius of 3,710.00 feet; thence an angle to the left of 94 degrees 04 minutes 20 seconds to tangent and run Northeasterly along arc of said curve, 231.42 feet to point of beginning. Situated in Shelby County, Alabama.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1981 FEB 23 AM 9:24
JUDGE OF PROBATE

Mtg. tax 219.00
Rec. 4.50
Ind. 1.00
224.50