This instrument was prepared by

(Name) CARL E. CHAMBLEE, JR., ATTORNEY AT LAW

(Address) 1300 North 19th Street, Birmingham, Alabama 35234

19810330000034000 Pg 1/2 .00
Shelby Cnty Judge of Probate,AL
03/30/1981 00:00:00 FILED/CERTIFIED

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

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

W. BRUCE STINSON and wife, BARBARA G. STINSON,

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to JAMES COKE, JR., and wife, CHERYL R. COKE,

(hereinafter called "Mortgagee", whether one or more), in the sum of Twenty Thousand and no/100--------------------------------------($20,000.00)----- Dollars ($20,000.00), evidenced by their promissory note of even date herewith in the principal sum of Twenty Thousand and no/100 ($20,000.00) Dollars, together with interest upon the unpaid portion thereof from March 27, 1981, at the rate of 14.4 per cent per annum, payable in ninety-six (96) monthly installments of Two Hundred Forty and no/100 (240.00) Dollars, the first installment commencing May 1, 1981, and one installment in the sum of Twenty Thousand and no/100 ($20,000.00) due and payable on May 1, 1989, together with the interest thereon, shall have been paid in full.

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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, W. BRUCE STINSON and wife, BARBARA G. STINSON,

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:

Lot No. 6, more particularly described as follows: Begin at the Southwest corner of the NW¼ of the NE¼ of Section 33, Township 20 South, Range 3 West; thence in an Easterly direction along the South boundary of said ¼-¼ Section 348.97 feet to the point of beginning; thence continue in an Easterly direction along said South boundary 275.00 feet; thence turn 90 deg. 00' to the left in a Northerly direction 155.00 feet; thence turn 90 deg. 00' to the left in a Westerly direction 275.00 feet; thence turn 90 deg. 00' to the left in a Southerly direction 155.00 feet to the point of beginning. Situated in the Town of Helena, Shelby County, Alabama.

Subject to all existing easements and restrictions of record.

Subject to an existing first mortgage held by Collateral Investment Company, as recorded in Mortgage Book 375, Page 180, and transferred to Federal National Mortgage Association, as recorded in Misc. Book 24, Page 361, all in the Office of the Judge of Probate of Shelby County, Alabama.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagors simultaneously herewith.

Said proper rranted free from all incumbrances and t any adverse claims, except as stated a

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 W. BRUCE STINSON and wife, BARBARA G. STINSON,

have hereunto set their signatures and seal, this 27th day of March, 1981

Mtg. tax 30.00
Rec. 3.00
Ind. 1.00
34.00

1981 MAR 30 AM 8:28

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[signature] ....(SEAL)
W. BRUCE STINSON

Barbara G. Stinson ....(SEAL)
BARBARA G. STINSON

..........(SEAL)

..........(SEAL)

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Shelby Cnty Judge of Probate,AL
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THE STATE of ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. BRUCE STINSON and wife, BARBARA G. STINSON, 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 27th day of March, 1981.

[signature] 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

Return to: CHAMBLEE & CHAMBLEE [illegible]

W. BRUCE STINSON AND BARBARA G. STINSON

TO

[illegible] COKE, JR., AND CHERYL R. COKE

MORTGAGE DEED

THIS FORM FROM
[illegible] Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE — ABSTRACTS
Birmingham, Alabama