This instrument was prepared by

(Name) Wallace, Ellis, Head & Fowler

(Address) Columbiana, Alabama 35051

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Shelby Cnty Judge of Probate,AL
04/01/1981 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,

Henry O. Bottoms and wife, Brenda J. Bottoms

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

Johnye W. Horton and Thelma E. Horton

(hereinafter called "Mortgagee", whether one or more), in the sum of Thirteen thousand and no/100 -- Dollars ($13,000.00), evidenced by promissory note of this date payable as follows: Seventeen (17) consecutive monthly payments of One hundred and no/100 ($100.00) Dollars per month with the first payment due on the 1st day of May, 1981, and one payment, the last, and 18th payment, being due and payable thirty days from the date of the last $100.00 per month payment, which said last installment shall be for the entire remaining principal balance plus the remaining interest due and payable thereon at the above rate.

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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,

Henry O. Bottoms and wife, Brenda J. Bottoms

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 part of the NW-1/4 of the SE-1/4 of Section 14, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows, to-wit: Commence at the NE corner of said 1/4-1/4 section and run thence Westerly along the Northern boundary of the same a distance of 300 feet to the point of beginning of property herein conveyed; thence turn to the left an angle of 90° 13-1/2' and run Southerly a distance of 210 feet to a point; thence turn to the right and run Westerly parallel with the Northern boundary of said 1/4-1/4 section a distance of 210 feet to a point; thence turn to the right and run Northerly parallel with the Eastern boundary of the property herein conveyed a distance of 210 feet to a point on the Northern boundary of said 1/4-1/4 section; thence turn to the right and run Easterly along the Northern boundary of said 1/4-1/4 section a distance of 210 feet to the point of beginning, containing one acre, more or less.

The above mortgage is a second mortgage second and inferior to that certain mortgage executed in favor of Carl B. Nichols and Mary Nichols by the mortgagors herein at our about the same time of the execution of this mortgage.

This mortgage paid in full and satisfied this the 18th day of October 1982

Attest: Johnye W. Horton

Thomas A. Snowden, Jr.
Judge of Probate

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

Henry O. Bottoms and wife, Brenda J. Bottoms

have hereunto set our signature s and seal, this 1st day of April, 1981

STATE OF ALA. SHELBY CO. I CERTIFY THIS INSTRUMENT WAS FILED 1981 APR -1 PM 3:16 — JUDGE OF PROBATE

Mtg tax 19.50
Rec. 3.00
Ind. 1.00
23.50

Henry O. Bottoms (SEAL)
Henry O. Bottoms

Brenda J. Bottoms (SEAL)
Brenda J. Bottoms (SEAL)

(SEAL)

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THE STATE of Alabama
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Henry O. Bottoms and wife, Brenda J. Bottoms 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 1st day of April, 1981.

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:

TO

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE — ABSTRACTS
Birmingham, Alabama