

(Name) Karen LeBerte, Loan Officer 643

(Address) Exchange National Bank of Birmingham, P. O. Box C-229, Birmingham, AL 35201

MORTGAGE—

Birmingham, Alabama

STATE OF ALABAMA

COUNTY Jefferson

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

James Edward Basham and Cindy Sue Basham

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

Exchange National Bank of Birmingham, a National Banking Association

(hereinafter called "Mortgagee", whether one or more), in the sum of Three thousand two hundred and no/100-----Dollars (\$3,200.00), evidenced by A Promissory Note in the amount of \$3,200.00 dated April 24, 1981, payable in accordance with the terms of said note and all renewals thereof.

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Shelby Cnty Judge of Probate, AL
05/18/1981 00:00:00 FILED/CERTIFIED

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,

James Edward Basham and Cindy Sue Basham

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:

From the Northwest corner of the SE 1/4 of the SE 1/4 of Sec. 34, Twp. 20S, Range 3W, run Easterly along the North boundary line of the SE 1/4 of the SE 1/4 of Sec. 34, Twp. 20S, R 3W for 401.37 feet; thence turn an angle of 37 deg. 7 min. to the right and run Southeasterly 528.17 feet to the point of beginning of the land herein described and conveyed; thence turn an angle of 86 deg. 04 min. 20 sec. to the right and run Southwesterly 46.11 feet; thence turn an angle of 66 deg. 51 min. to the right and run Northwesterly 168.0 feet; thence turn an angle of 111 deg. 30 min. to the right and run Northeasterly 100.00 feet; thence turn an angle of 63 deg. 21 min. to the right and run Southeasterly 133.06 feet; thence turn an angle of 79 deg. 52 min. to the right and run Southerly 64.8 feet more or less to the point of beginning. This land being a part of the SE 1/4 of the SE 1/4 of Sec. 34, Twp. 20S, R 3W and being 0.35 acres, more or less. Situated in Shelby County, Alabama.

From the Northwest corner of the SE 1/4 of the SE 1/4 of Section 34, Township 20 S, Range 3W, run Easterly along the North boundary line of said 1/4-1/4 Section 401.37 feet; thence turn angle of 37 degrees 07 minutes to the right and run Southeasterly 528.17 feet; thence turn an angle of 86 degrees 04 minutes 20 seconds to the right and run Southwesterly 46.11 feet to point of beginning of land herein described; thence continue Southwester on last course 16.30 feet; thence turn right an angle of 71 degrees and 47 minutes, and run Northwesterly 162.25 feet; thence turn right an angle of 175 degrees 04 minutes and run Southeasterly 168.00 feet to point of beginning. This being a part of the SE 1/4 of the SE 1/4 of Section 34, Township 20 South, Range 3 West. Situated in Shelby County, Alabama.

This is a second mortgage, Junior and subordinate to that certain mortgage to:

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To have and to hold the above described 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 secured, and shall be covered by this Mortgage, and said 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 in 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

James Edward Basham and Cindy Sue Basham

have hereunto set our signatures and seal, this 24th day of April, 19 81

X James Edward Basham (SEAL)

James Edward Basham (SEAL)

X Cindy Sue Basham (SEAL)

Cindy Sue Basham (SEAL)

Mtg TAX 4.80
Dec 3.00
Jud 1.00
8.80

STATE OF ALABAMA
COUNTY OF JEFFERSON

1981 MAY 18 AM 10:43

THE STATE of Alabama
Jefferson COUNTY

19810518000055380 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
05/18/1981 00:00:00 FILED/CERTIFIED

I, Lois S. Kohn, a Notary Public in and for said County, in said State, hereby certify that James Edward Basham and Cindy Sue Basham

whose names 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 24th day of April, 19 81

My Commission Expires 1-16-84 Lois S. Kohn 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: Karen LeBerte
Exchange National Bank
Post Office Box C-229
Birmingham, Alabama 35201
James Edward Basham
TO: Cindy Sue Basham

Exchange National Bank
of Alabama

MORTGAGE DEED 340

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED
REAL 2053 PAGE 225
MAY 1 8 41 AM '81
8 41 AM '81
TAX
HAS BEEN
RECEIVED
OFFICE OF PROBATE

QUALITY PRESS—BIRMINGHAM