This instrument was prepared by

(Name) Wallace, Ellis, Head & Fowler, Attorneys 735

(Address) Columbiana, Alabama 35051

1981052000056480 Pg 1/2 .00
Shelby Cnty Judge of Probate,AL
05/20/1981 00:00:00 FILED/CERTIFIED

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

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

John E. Shelton, III and wife, Martha Shelton

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

ALABAMA CREDIT UNION, a corporation

(hereinafter called "Mortgagee", whether one or more), in the sum of TWENTY-SIX THOUSAND, EIGHT HUNDRED SIXTY-EIGHT & 10/100 Dollars ($ 26,868.10), evidenced by one promissory installment note of this date in the amount of $26,868.10, together with interest upon the unpaid portion thereof from date at the rate of 14% per annum, in montnly installments of $417.15, payable on the 1st day of each month after date, commencing June 1, 1981, until said sum is 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,

John E. Shelton, III and wife, Martha Shelton

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:

The SW¼ of NW¼ and the NW¼ of SW¼ lying West of Pumpkin Swamp Public Road and North of the large branch; also, a part of the SW¼ of the SW¼ lying West of the Pumpkin Swamp Road and North of the large branch, all being situated in Section 21, Township 19, Range 1 East.
Also, the West 110 yards of the NE¼ of SW¼ of said Section 21, lying West of the above mentioned Pumpkin Swamp Road.
EXCEPT the following parcel: Commence at the Northwest corner of the NE¼ of SW¼ of said Section 21; thence South along the West line of said 40 acres 264 feet to the point of beginning; thence turn left forming a 91 deg. 07' angle on said left side and run East 330 feet; thence turn right forming an angle of 91 deg. 07' on the right side and run South 532.65 feet to a point on the right of way of old Pumpkin Swamp; thence turn right forming an interior angle of 31 deg. 028' and run in a Northwesterly direction 632.04 feet to the point of beginning, containing 2.03 acres; situated in Shelby County, Alabama.

NO TAX COLLECTED

Return To:
Alabama Credit Union
P.O. Box CU
University, Alabama 35486

NO TAX COLLECTED

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

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have hereunto set our signature S and seal, this 5th day of ~~April~~ May JS MM 1981.

John E. Shelton III (SEAL)
(John E. Shelton, III) (SEAL)
Martha Shelton (SEAL)
(Martha Shelton) (SEAL)

19810520000056480 Pg 2/2 .00
Shelby Cnty Judge of Probate,AL
05/20/1981 00:00:00 FILED/CERTIFIED

THE STATE of ALABAMA
SHELBY **COUNTY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John E. Shelton, III and wife, Martha Shelton whose name S 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 5th day of ~~April~~ May, 1981.

Conrad M. Fowler Jr. 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

1981 MAY 20 PM 1:37 **NO TAX COLLECTED**

JUDGE OF PROBATE

Rec. 3.00
Ind. 1.00
4.00

Return to:

TO

MORTGAGE DEED

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