

(Name) FRIST SHELBY NATIONAL BANK

(Address) POST OFFICE BOX 100 PELHAM, ALABAMA 35124

Form 1-1-22 Rev. 1-66

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

W.A. TATUM and wife DONNA L. TATUM

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

FRIST SHELBY NATIONAL BANK, A NATIONAL BANKING CORPORATION

(hereinafter called "Mortgagee", whether one or more), in the sum
of TWENTY FIVE THOUSAND DOLLARS AND NO/100----- Dollars
(\$ 25,000.00), evidenced by WITH INTEREST FROM DATE AT THE RATE OF 20.00PER CENT.

BOOK 412 PAGE 748

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

W.A. TATUM and wife DONNA L. TATUM

NOW THEREFORE, in consideration of the premises, said Mortgagors,

W.A. TATUM and wife DONNA L. TATUM

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:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA THENCE IN A WESTERLY DIRECTION ALONG THE SOUTH BOUNDARY OF SAID QUARTER-QUARTER SECTION 351.00 FEET, MORE OR LESS, TO INTERSECTION WITH THE EAST BOUNDARY OF OAK STREET AS SHOWN BY MAP OF ALDMONT, SAID INTERSECTION BEING THE POINT OF BEGINNING: THENCE IN A NORTHERLY DIRECTION ALONG SAID EAST BOUNDARY OF OAK STREET 425.00 FEET TO INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 12 AS SHOWN BY SAID MAP OF ALDMONT: THENCE IN A EASTERLY DIRECTION ALONG THE SOUTHWEST CORNER OF SAID LOT 170.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE IN A NORTHERLY DIRECTION ALONG THE EAST BOUNDARY OF LOTS #11 & 12 & A PART OF #10 ACCORDING TO SAID MAP OF ALDMONT 145.00 FEET; THENCE TURN 126 DEGREES AND 30 MINUTES TO THE RIGHT IN A SOUTHEASTERLY DIRECTION 370.00 FEET; THEN TURN 96 DEGREES AND 45 MINUTES TO THE RIGHT IN A SOUTHWESTERLY DIRECTION 264.00 FEET; THENCE TURN 91 DEGREES AND 15 MINUTES TO THE LEFT IN A SOUTHEASTERLY DIRECTION 45 FEET MORE OR LESS, TO INTERSECTION WITH THE WEST BANK OF KINGS CREEK; THENCE IN A SOUTHERLY AND SOUTHEREASTERLY DIRECTION ALONG SAID WEST BANK 225 FEET, MORE OR LESS, TO INTERSECTION WITH THE WEST BOUNDARY OF THE HATTIE B. HARRISON PROPERTY THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID WEST BOUNDARY OF THE HATTIE B. HARRISON PROPERTY 500.00 FEET, MORE OR LESS, TO INTERSECTION WITH THE NORTHEAST RIGHT-OF-WAY OF THE MONTEVALLO- TUSCALOOSA ROAD; THENCE TURN 92 DEGREES AND 30 MINUTES TO THE RIGHT IN ANORTHWESTERLY DIRECTION ALONG SAID NORTHEAST RIGHT-OF-WAY BOUNDARY 186 FEET TO INTERSECTION WITH SAID EAST BOUNDARY OF OAK STREET; THENCE TURN 42 DEGREES AND 30 MINUTES TO THE RIGHT IN A NORTHERLY DIRECTION ALONG SAID EAST BOUNDARY OF OAK STREET 208.00 FEET; THENCE TURN 90 DEGREES AND 00 MINUTES TO THE RIGHT IN AN EASTERLY DIRECTION 80.00 FEET; THENCE TURN 90 DEGREES AND 00 MINUTES TO THE LEFT IN A NORTHERLY DIRECTION 68.00 FEET; THEN TURN 90 DEGREES AND 00 MINUTES TO THE LEFT IN A WESTERLY DIRECTION 80.00 FEET TO INTERSECTION WITH THE EAST BOUNDARY OF SAID OAK STREET; THENCE IN A NORTHERLY DIRECTION ALONG SAID EAST BOUNDARY OF OAK STREET 100.00 FEET TO THE POINT OF BEGINNING.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And Hold the above granted property unto the Mortgagee, Mortgagee's successors, heirs, 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.A. TATUM and wife DONNA L. TATUM

have hereunto set their signatures and seal, this 11th day of MAY, 19 81

(X) *W.A. Tatum* (SEAL)
W.A. TATUM
(X) *Donna L. Tatum* (SEAL)
DONNA L. TATUM
Donna L. Tatum (SEAL)
..... (SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

19810526000058240 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
05/26/1981 00:00:00 FILED/CERTIFIED

Lettie Brooks Brooks, a Notary Public in and for said County, in said State,
hereby certify that W.A. TATUM and wife DONNA L. TATUM

whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day,
that being the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of MAY, 1981

THE STATE of
COUNTY

My Commission Expires March 17, 1984

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

TO

MORTGAGE DEED

1981 MAY 26 AM 9 28

37.50
3.00
41.50

THIS FORM FROM
Buyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

Return to: