

(Name) FIRST AMERICAN BANK, NATIONAL ASSOCIATION

(Address) POST OFFICE BOX 100 PELHAM, ALABAMA 35124

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

19810810000087140 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
08/10/1981 00:00:00 FILED/CERTIFIED

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

THE ESTATES OF KATHERINE A. MCALLISTER AND MARVIN
BRYAN MCALLISTER, AND GARY STEVEN GROOVER, AN UNMARRIED MAN, GREGORY
THOMAS GROOVER AND WIFE MELINDA ANN KENERLEY GROOVER
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

FIRST AMERICAN BANK, NATIONAL ASSOCIATION

(hereinafter called "Mortgagee", whether one or more), in the sum
of SIX THOUSAND FIVE HUNDRED DOLLARS AND NO/100----- Dollars
(\$ 6,500.00), evidenced by INTEREST FROM DATE AT THE RATE OF 22.50% APR.

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, THE ESTATES OF KATHERINE MCALLISTER
AND MARVIN BRYAN MCALLISTER, AND GARY STEVEN GROOVER, AN UNMARRIED, GREGORY
THOMAS GROOVER AND WIFE MELINDA ANN KENERLEY GROOVER.

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 SOUTHWEST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 36,
TOWNSHIP 19 SOUTH, RANGE 3 WEST, RUN EASTERLY ALONG THE SOUTH BOUNDARY
LINE OF SAID SW 1/4 OF THE NW 1/4 OF SECTION 36, TOWNSHIP 19 SOUTH,
RANGE 3 WEST FOR 263.0 FEET; THENCE TURN AN ANGLE OF 79 DEG. 07 MIN.
TO THE LEFT AND RUN NORTHEASTERLY 258.71 FEET; THENCE TURN AN ANGLE
OF 78 DEG. 55 MIN. TO THE RIGHT AND RUN NORTHEASTERLY 187.35 FEET; THENCE
TURN AN ANGLE OF 124 DEG. 20 MIN. TO THE LEFT AND RUN NORTHWESTERLY 128.00
FEET; THENCE TURN AN ANGLE OF 90 DEG. 00 MIN. TO THE RIGHT AND RUN
NORTHEASTERLY 293.0 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN
DESCRIBED; THENCE TURN AN ANGLE OF 90 DEG. 00 MIN. TO THE RIGHT AND RUN
SOUTHEASTERLY 120.0 FEET; THENCE TURN AN ANGLE OF 115 DEG. 42 MIN. 30
SEC. TO THE LEFT AND RUN NORTHEASTERLY 29.9 FEET; THENCE TURN AN ANGLE
OF 03 DEG. 57 MIN. 30 SEC. TO THE LEFT AND CONTINUE NORTHEASTERLY 82.82
FEET TO THE POINT OF CURVE TO THE RIGHT, SAID CURVE HAVING THE FOLLOWING
CHARACTERISTICS: INTERSECTION ANGLE OF 24 DEG. 29 MIN. RADIUS OF 199.36
AND THE LENGTH OF CURVE BEING 85.19 FEET; THENCE FROM SAID POINT OF CURVE
RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 85.19 FEET TO THE POINT
OF TANGENCY; THENCE CONTINUE NORTHEASTERLY ALONG SAID TANGENT FOR 59.34
FEET TO THE POINT OF CURVE TO THE LEFT, SAID CURVE HAVING THE FOLLOWING
CHARACTERISTICS: INTERSECTION ANGLE OF 38 DEG. 35 MIN, RADIUS OF 99.28
FEET AND THE LENGTH OF CURVE BEING 66.86 FEET; THENCE FROM SAID POINT OF
CURVE RUN NORTHERLY ALONG THE ARC OF SAID CURVE FOR 66.86 FEET TO THE POINT
OF TANGENCY OF SAID CURVE; THENCE FROM SAID TANGENT TURN AN ANGLE OF 110.0
DEG. 45 MIN. TO THE LEFT AND RUN SOUTHWESTERLY 151.0 FEET TO THE POINT OF
CURVE TO THE LEFT, SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS:
INTERSECTION ANGLE OF 11 DEG. 19 MIN. TO THE LEFT, RADIUS 377.82 FEET,
AND THE LENGTH OF CURVE BEING 76.80 FEET; THENCE FROM SAID POINT OF CURVE
RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 76.80 FEET TO THE POINT
OF TANGENCY; THENCE CONTINUE SOUTHWESTERLY ALONG SAID TANGENT FOR 57.8
FEET; THENCE TURN AN ANGLE OF 05 DEG. 42 MIN. TO THE LEFT AND CONTINUE
SOUTHWESTERLY 32.32 FEET; THENCE TURN AN ANGLE OF 106 DEG. 00 MIN. TO THE
LEFT AND RUN SOUTHEASTERLY 95.0 FEET, MORE OR LESS, TO THE POINT OF BEGINN
THIS LAND BEING A PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 36, TOWNSHIP
19 SOUTH RANGE 3 WEST AND BEING LOTS 14 AND 15, ACCORDING TO PLAT OF SURV
OF SW 1/4 OF THE NW 1/4 OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 3 WEST, AS
SURVEY BY ALTON YOUNG, REGISTERED LAND SURVEYOR DATED MARCH, 1963.

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

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 amount's 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 THE ESTATES OF KATHERINE A. MCALLISTER AND MARVIN BRYAN MCALLISTER AND GARY STEVEN GROOVER, AN UNMARRIED MAN, GREGORY THOMAS GROOVER AND WIFE MELINDA ANN KENERLEY GROOVER.

have hereunto set their signature S and seal, this 4th day of August, 19 81

STATE OF ALABAMA
I CERTIFY THIS
DOCUMENT WAS FILED

1981 AUG 10 AM 11:04

Mtg. tax - 975
Rec. - 400
Ind. - 100
1475

X GARY STEVEN GROOVER (SEAL)
X GARY STEVEN GROOVER (SEAL)
X GREGORY THOMAS GROOVER (SEAL)
X MELINDA ANN KENERLEY GROOVER (SEAL)

THE STATE of Alabama
JUDGE SHELBY

COUNTY

I, Annette Brooks

, a Notary Public in and for said County, in said State,

hereby certify that THE ESTATES OF KATHERINE A. MCALLISTER AND MARVIN BRYAN MCALLISTER AND GARY STEVEN GROOVER, AN UNMARRIED MAN, GREGORY THOMAS GROOVER AND WIFE MELINDA ANN KENERLEY GROOVER.

whose name as 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

executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th

day of August, 19 81

NOTARY

Notary Public.

THE STATE

My Commission Expires March 27, 1984

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

19810810000087140 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
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Return to:

MORTGAGE DEED

TO

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama