

This instrument was prepared by
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P.O. Box 557
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Jefferson Land Title Services Co., Inc.
316 21ST NORTH • P. O. BOX 10481 • PHONE (205) 378-8070
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

MORTGAGE-

187

STATE OF ALABAMA
SHELBY COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

William Eugene Shores and wife, Joyce A. Shores

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

J. Lee Davis and/or Wilma C. Davis

(hereinafter called "Mortgagee", whether one or more), in the sum

of Fifty Thousand and no/100----- Dollars
(\$ 50,000.00) plus interest as evidenced by promissory note of even date herewith and due and payable in accordance with the terms, conditions and provisions of said note and/or any renewal or extensions thereof.

It is understood and agreed that this mortgage may be paid at any time before maturity by paying the principal plus the then accrued interest, without penalty.

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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,

William Eugene Shores and wife, Joyce A. Shores

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 North Half of the Northeast Quarter of Section 32, Township 21, Range 1 East, containing 80 acres, more or less. Situated in Shelby County, Alabama.

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

William Eugene Shores and wife, Joyce A. Shores

have hereunto set OUR signature S and seal, this 5th day of February, 19 82

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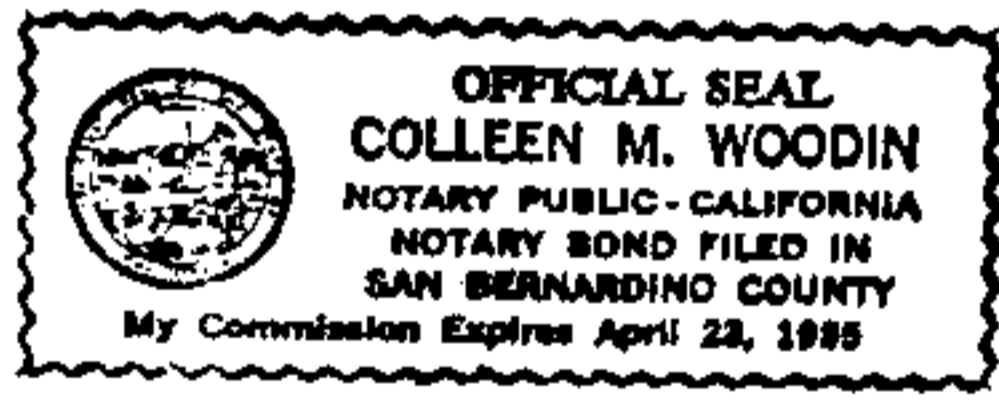
STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1982 FEB -5 PM 1:34

Mtg TAX 75.00
Rec 3.00
Ins 1.00
Total 79.00

William Eugene Shores (SEAL)
William Eugene Shores (SEAL)
Joyce A. Shores (SEAL)
Joyce A. Shores (SEAL)

State of California }
County of San Bernardino }
JUDGE OF PROBATE

ON January 28, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM EUGENE SHORES and wife, JOYCE A. SHORES, known to me, to be the persons whose names are subscribed to the within Instrument and acknowledged to me that they executed the same.
WITNESS my hand and official seal.



Colleen M. Woodin
Colleen M. Woodin

Notary Public

Return to: _____
TO _____
MORTGAGE DEED

Recording Fee \$ _____
Deed Tax \$ _____

This form furnished by
Jefferson Land Title Services Co., Inc.
318 21ST NORTH • P.O. BOX 10481 • PHONE (708) 338-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company