

(Name) William A. Jackson, Attorney

1734 Oxmoor Road

(Address) Birmingham, Alabama 35209

Form 1-1-22 Rev. 1-68

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

James E. Glenn and wife, Susan C. Glenn

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

Augusta Lovelady and Fennell Realty, Inc.

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

of Fifteen Thousand and No/100-----Dollars  
(\$ 15,000.00), evidenced by one promissory note of even date herewith, according  
to the terms and conditions of said note, which is due and payable on the  
26 day of March, 1984, if not sooner paid,

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 E. Glenn and wife, Susan C. Glenn

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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF, AS FULLY AS IF SET OUT HEREIN FOR LEGAL DESCRIPTION OF PROPERTY BEING MORTGAGED HEREBY.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagors simultaneously herewith.

Mineral and mining rights excepted.

This is a purchase money second mortgage.

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

See corrected Partial Release Note book 51 page 298 (6-24-83)

BOOK 419 PAGE 322

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, James E. Glenn and wife, Susan C. Glenn

have hereunto set their signatures and seal, this 26 day of May, 1982.

*James E. Glenn* (SEAL)  
James E. Glenn

*Susan C. Glenn* (SEAL)  
Susan C. Glenn

THE STATE of ALABAMA

SHELBY

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James E. Glenn and wife, Susan C. Glenn

whose names 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 26 day of May, 1982.

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:

TO

MORTGAGE DEED

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

Birmingham, Alabama

EXHIBIT "A"

BOOK 419 PAGE 324

A parcel of land situated in the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  and the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 8, Township 22 South, Range 3 West, and partly in the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  and the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 17, Township 22 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the NE corner of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 8, Township 22 South, Range 3 West, and run Westerly along the North side of said  $\frac{1}{4}$ - $\frac{1}{4}$  for 694.18 feet to a point on the East right-of-way of Shelby County Road No. 17, said point being on a curved portion of said right-of-way said curve being concave Southwesterly and having a radius of 1086.31 feet; then turn an angle to the left and run Southeasterly along the East right-of-way through a central angle of 17° 49' 19" for 336.64 feet (turn angle to chord of said curved section of 106° 11' 13" to the left and run Southeasterly along chord for 335.29 feet); then turn an angle from the last described chord of 8° 52' 37" to the right and run Southeasterly along the East right-of-way for 404.51 feet to the point of beginning of a tangent curve concave Northeasterly and having a radius of 2824.97 feet; then continue Southeasterly through a central angle of 6° 03' for 298.30 feet to the point of ending of said tangent curve; then continue Southeasterly along the East right-of-way for 189.13 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 1184.13 feet; then continue Southerly through a central angle of 20° 38' 07" for 426.47 feet to the end of said tangent curve; then continue along said East right-of-way for 131.43 feet to a point on an accepted fence line on the North side of the D. L. Harrison land; then turn an angle of 95° 43' 55" to the left and run Easterly along said fence for 552.63 feet to an iron on the West bank of McHenry's Creek; then turn an angle of 115° 05' 27" to the left and run Northwesternly for 101.96 feet to an iron on the West bank of said creek; then turn an angle of 63° 03' 27" to the right and run Northeasterly for 147.84 feet to an iron on the West bank of said creek; then turn an angle of 12° 19' 29" to the left and run Northeasterly for 128.73 feet to an iron on the West bank of said creek; then turn an angle of 26° 20' 30" to the right and run Northeasterly for 139.23 feet to an iron on the West bank of said creek; then turn an angle of 29° 15' 50" to the right and run Northeasterly for 121.14 feet to an iron on the West bank of said creek; then turn an angle of 6° 27' 09" to the left and run Northeasterly for 190.27 feet to an iron on the West bank of said creek; then turn an angle of 25° 26' 20" to the left and run Northeasterly for 94.84 feet to an iron on the West bank of said creek; then turn an angle of 103° 40' 01" to the left and run Northwesternly for 64.23 feet to an iron on the West bank of said creek; then turn an angle of 43° 08' 49" to the right and run Northerly for 165.05 feet to an iron on the West bank of said creek; then turn an angle of 17° 44' 46" to the left and run Northerly for 126.05 feet to an iron on the West bank of said creek; then turn an angle of 17° 47' to the right and run Northerly for 130.11 feet to an iron on the West bank of said creek; then turn an angle of 59° 06' 24" to the left and run Northerly for 91.43 feet to an iron on the West bank of said creek; then turn an angle of 79° 35' 10" to the right and run Northerly for 106.37 feet to an iron on the West bank of said creek; then turn an angle of 19° 41' 13" to the left and run Northerly for 245.38 feet to an iron on the West bank of said creek; then turn an angle of 12° 53' 03" to the left and run Northerly for 133.59 feet to an iron on the West bank of said creek; then turn an angle of 9° 30' 46" to the left and run Northerly for 220.48 feet to an iron on the West bank of said creek; then turn an angle of 5° 40' 09" to the right and run Northerly for 121.73 feet to an iron on the West bank of McHenry's Creek; then turn an angle of 64° 28' 54" to the left and run Westerly along the North side of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 8, Township 22 South, Range 3 West for 232.15 feet back to the point of beginning; situated in Shelby County, Alabama.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1982 MAR 26 PM 12:01

*Thomas A. Shawcross, Jr.*  
JUDGE OF PROBATE

mtg.	22.50
Recd.	4.50
Indl.	1.00
	<hr/> 28.00