

This instrument was prepared by

194

(Name) Phillip J. Sarris, Attorney at Law (No title search made)

(Address) 1920 Mayfair Drive, Birmingham, AL 35209

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

John P. Clary and wife, Vanessa D. Clary

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

Shelby Estates, Inc., an Alabama Corporation

(hereinafter called "Mortgagee", whether one or more), in the sum
of Six Thousand One Hundred and no/100 ----- Dollars
(\$ 6,100.00), evidenced by one real estate mortgage note.

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 P. Clary and wife, Vanessa D. Clary

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 ATTACHED DOCUMENT FOR LEGAL DESCRIPTION MADE A PART HEREOF BY REFERENCE AND ADOPTION:

Subject to taxes, rights-of-way, easements, reservations and restrictions of record and oil, gas, mineral and water rights as set out in Volume 41, Page 96, and Volume 326, Page 323, in the Office of the Judge of Probate of Shelby County, Alabama.

This is a purchase money mortgage given to secure the unpaid purchase price for the land in question. This mortgage is a wrap-around type mortgage and includes that certain first mortgage to William Hardaman Baker and/or Helen F. Baker, recorded in Volume 403, Page 102, in the Probate Office of Shelby County, Alabama, and that certain second mortgage to Pete G. Gerontakis and Louise Gerontakis and recorded in Volume 417, Page 177, in the Probate Office of Shelby County, Alabama, which two mortgages the Mortgagee herein shall satisfy so far as concerns release of this property in question as set out in this mortgage once this purchase money mortgage and the note connected therewith have been satisfied by the Mortgagor.

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 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 John P. Clary and wife, Vanessa D. Clary,

have hereunto set their signature and seal, this 2nd day of June, 1982

John P. Clary (SEAL)
John P. Clary (SEAL)
Vanessa D. Clary (SEAL)
Vanessa D. Clary (SEAL)

THE STATE of ALABAMA }
JEFFERSON COUNTY }

I, *Phillip J. Sarris*, a Notary Public in and for said County, in said State, hereby certify that John P. Clary and wife, Vanessa D. Clary,

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 2nd day of June, 1982
Phillip J. Sarris Notary Public
PHILLIPS J. SARRIS, Notary Public

THE STATE of }
COUNTY }

Alabama State at Large
My Commission Expires June 18, 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

PHILLIP J. SARRIS
ATTORNEY AT LAW
1920 MAYFAIR DRIVE
BIRMINGHAM, ALA. 35209
Return to:

John P. Clary and wife,
Vanessa D. Clary
TO
Shelby Estates, Inc., An
Alabama Corporation

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203

LEGAL DESCRIPTION

Tract #2

Commence at the Northwest corner of the South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, Township 19 South, Range 2 East, Shelby County, Alabama; thence run South along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 92.26 feet; thence turn left $84^{\circ}-26'$ and run Southeasterly a distance of 300.0 feet to the point of beginning; thence continue along the last described course a distance of 300.0 feet; thence turn right $84^{\circ}-26'$ and run South a distance of 563.28 feet; thence turn right and run Westerly along the Northerly right-of-way line of County Road #83 a distance of 305 feet, more or less; thence turn right and run North and parallel to the East line a distance of 539.02 feet to the point of beginning. Said tract containing 3.78 acres, more or less.

BOOK 421 PAGE 76

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

1982 JUN -4 AM 9:59

Thomas A. Lawrence, Jr.
JUDGE OF PROBATE

Noty. tax
9.15
Rec 4.50
Ord. 1.00
14.65

John P. Clary
JOHN P. CLARY

Vanessa D. Clary
VANESSA D. CLARY

SHELBY ESTATES, INC., An Alabama Corporation

BY: James W. Durden
JAMES W. DURDEN, Its President