

This instrument was prepared by

(No title search made)

(Name) Phillip J. Sarris, Attorney at Law
(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,
Thomas Gene Sisson and wife, Margie Fay Sisson

(hereinafter called "Mortgagor", 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 Twenty-two Thousand Eight Hundred and no/100----- Dollars
(\$ 22,800.00--), 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, Thomas Gene Sisson and wife,
Margie Fay Sisson

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 PAGE FOR LEGAL DESCRIPTION MADE A PART HEREOF BY REFERENCE AND ADOPTION

Subject to taxes, 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,*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.

*and that certain second mortgage to Pete G. Gerontakis and Louise Gerontakis recorded in Volume 417, Page 177, in the Probate Office of Shelby County, Alabama,

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

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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 Thomas Gene Sisson and wife, Margie Fay Sisson have hereunto set our signature and seal, this 31st day of May, 1982.

Thomas Gene Sisson (SEAL)
Margie Fay Sisson (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 Thomas Gene Sisson and wife, Margie Fay Sisson, 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 31st day of May, 1982.

Phillip J. Sarris
Notary Public.

THE STATE of _____ }
_____ COUNTY }
I, _____, a Notary Public in and for said County, in said State, hereby certify that _____ of _____ whose name as _____ 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: PHILLIP J. SARRIS
ATTORNEY AT LAW
1920 NAYFAIR DRIVE
BIRMINGHAM, ALA. 35209

Thomas Gene Sisson and wife,
Margie Fay Sisson
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 #7

A part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9 and a part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, all being in Township 19 South, Range 2 East, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest corner of the South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 9; thence run South along the West line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ a distance of 92.26 feet; thence turn left 84 $^{\circ}$ -26' and run Southeasterly a distance of 1600.0 feet to the point of beginning; thence continue along the last described course a distance of 536.82 feet; thence turn right 55 $^{\circ}$ -45' and continue Southeasterly a distance of 315.72 feet; thence turn right 26 $^{\circ}$ -55'-45" and run South a distance of 1026.80 feet; to the Northerly right-of-way line of Shelby County Road #83, said right-of-way line being in a curve to the right running Westerly; thence turn right 89 $^{\circ}$ -25'-55" and run Westerly a chord distance of 155.54 feet; thence from said chord, turn right 92 $^{\circ}$ -20'-27" and run North a distance of 464.18 feet; thence turn left 68 $^{\circ}$ -55'-45" and run Northwesterly a distance of 450.10 feet; thence turn left 111 $^{\circ}$ -04'-15" and run South a distance of 358.32 feet to the Northeast right-of-way line of said Shelby County Road #83; thence turn right 139 $^{\circ}$ -49'-03" and run Northwesterly along said Northeast right-of-way line a distance of 220.04 feet; thence turn right 40 $^{\circ}$ -09'-50" and run North a distance of 925.70 feet to the point of beginning.
Said tract containing 14.38 acres.

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

1982 JUN -4 AM 9:34

Thomas A. Shouder, Jr.
JUDGE OF PROBATE

Prty. 34.20
Rec. 4.50
Ind. 1.00
39.70

Thomas Gene Sisson
Thomas Gene Sisson

Margie Fay Sisson
Margie Fay Sisson

SHELBY ESTATES, INC., An Alabama
Corporation

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