This instrument was prepared by

(Name) Walter Cornelius, Attorney at Law

(Address) 414 Woodward Building, Birmingham, Alabama 35203

Form 1-1-22 Rev. 1-66
MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Mackie R. West, a single man, and Jean A. Henry, a single woman,

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Frances J. Woodruff,

(hereinafter called "Mortgagee", whether one or more), in the sum of Thirty-Two Thousand Five Hundred and no/100-- Dollars ($ 32,500.00), evidenced by one promissory note of even date herewith in the like amount of $32,500.00, bearing interest at the rate of eleven and one-half per cent (11 1/2%) per annum from date, and payable in 120 equal monthly installments of $456.94 each, payable on the 3rd day of each month after date, commenceing August 3, 1982, until said sum is paid in full, with leave to the mortgagors to cancel, by payment in full, any or all of said installments, at their election, without charge of the unearned interest thereon. Payable at Rt 1, Box 314, Sterrett, AL 35147, or such other place as the mortgagee may direct in writing. All payments shall be applied first to interest on the unpaid balance of principal, and the balance to principal. A late charge of 10% of the amount of the payment shall be added to all payments not received by the 13th day of the month in which such payment is due.

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, Mackie R. West, a single man, and Jean A. Henry, a single woman,

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:

A parcel of land being the East 5 acres of the West 15 acres of the NE 1/4 of NW 1/4 of Section 29, Township 19 South, Range 1 East, more particularly described as follows: Beginning at the SE corner of said forty and running West along the South boundary line approximately 275 yards to the SW corner of 25 acres formerly owned by F.A. McElroy Estates for a beginning point; thence run North approximately 1320 feet to the South boundary of said Highway (U.S.#91) right-of-way; thence Southwest along South boundary of said Highway right-of-way approximately 165 feet; thence South to the South line of said 40 acres; thence East along said South line 165 feet to point of beginning. Situated in Shelby County, Alabama.

This is a purchase-money mortgage executed to the Mortgagee herein to secure the balance due on the purchase price for the above described realty.

The mortgagors covenant and agree, for themselves, their heirs or assigns, with and unto the mortgagee, her heirs or assigns, that upon default under the terms and conditions hereof, the mortgagors for the sum of twenty-five dollars ($25.00), promptly shall reconvey the above described realty by warranty deed to the mortgagee, her heirs or assigns, in lieu of foreclosure proceedings thereon.

The mortgagors shall pay, at their sole expense, all taxes and insurance premiums upon the above described realty as specifically hereinbelow provided by the terms and conditions of this mortgage, and shall furnish the mortgagee, or her assigns, with annual proof of such payment.

BOOK 421 PAGE 444

BOOK 422 PAGE 188

see Assign Misc Book 46 page 785 (9-14-82)

See Misc. Bk 54 pg 872 - (5-31-84)

Rt. 1 Box 314
Sterrett, [redacted] 35147

Jack A

Said proper[redacted]arranted free from all incumbrances an[redacted]t any adverse claims, except as stated a[redacted]

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 Mackie R. West, a single man, and Jean A. Henry, a single woman,

have hereunto set our signatures and seal, this 22nd day of June, 1982

Mackie R. West ....(SEAL)
MACKIE R. WEST

Jean A. Henry ....(SEAL)
JEAN A. HENRY

........(SEAL)

........(SEAL)

BOOK 421 PAGE 445

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1982 JUN 24 PM 12:56

Mtg tax - 48.75
Rec. 3.00
Ind. 1.00
52.75

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

THE STATE of ALABAMA
SHELBY COUNTY

I, Walter Cornelius, a Notary Public in and for said County, in said State, hereby certify that Mackie R. West, a single man, and Jean A. Henry, a single woman,

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 22nd. day of June, 1982

My Commission Expires 6-20-1984

Walter Cornelius Notary Public.

BOOK 422 PAGE 189

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

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1982 JUL 30 AM 8:17

Corrected

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec. 3.00
Ind. 1.00
4.00

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE — ABSTRACTS
Birmingham, Alabama