

This instrument was prepared by

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(Address) P. O. Box 766, Alabaster, AL 35007



This Form furnished by:

Cahaba Title, Inc.

1970 Chandelar South Office Park
Petham, Alabama 35124

Representing St. Paul Title Insurance Corporation

MORTGAGE-

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Jerry R. Massey and wife, Tammy S. Massey

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

Naomi Howton Wallace

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

of Three Thousand and No/100----- Dollars
(\$ 3,000.00), evidenced by Promissory Note of even date bearing interest at
Twelve (12) percent per annum payable on the first day of each month
commencing October 1, 1982, until paid in full.

BOOK 423 PAGE 132

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,

Jerry R. Massey and wife, Tammy S. Massey

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:

Commencing at the SW corner of the NW 1/4 of SE 1/4, Section 11, Township 24 North, Range 12 East; thence North 5 degrees 31 minutes 15 seconds West; along the West boundary of said 1/4-1/4 a distance of 664.62 feet to a point; thence turn an angle of 95 degrees 28 minutes 30 seconds to the right for a distance of 668.18 feet to the point of beginning; thence turn an angle of 2 degrees 08 minutes to the right for a distance of 129.22 feet to a point; thence turn an angle of 79 degrees 20 minutes to the right for a distance of 301.27 feet to a point; thence turn an angle of 71 degrees 26 minutes to the left for a distance of 100.0 feet to a point; thence South a distance of 280.0 feet to a point on the South boundary of said 1/4-1/4; thence West a distance of 216.23 feet along said South boundary; thence turn an angle to the right of 84 degrees 28 minutes 45 seconds for a distance of 664.89 feet to the point of beginning.

Said land being situated in the NW 1/4 of SE 1/4 of Section 11, Township 24 North, Range 12 East, Shelby County, Alabama.

SUBJECT TO: (1) Ad Valorem taxes for the year 1982, which said taxes are not due or payable until October 1, 1982. (2) Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 101, Page 119.

The proceeds of this loan were applied to the consideration recited in the Deed executed simultaneously herewith.

Dec. Release 9/10/82 BA 51 PA 582 (7-17-82)

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

MITCHELL, GREEN, PINO & MEDARIS

Form ALA-35

ATTORNEYS AT LAW
SHELBY MEDICAL CENTER
SUITE 206

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 Mortgagee 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; neither 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

Have hereunto set my hand and seal, this 1st day of September, 1982

Jerry R. Massey (SEAL)
Tammy S. Massey (SEAL)
Thomas A. Snowden, Jr. (SEAL)
 JUDGE OF PROBATE

1982 SEP -8 AM 10:09
 I CERTIFY THIS INSTRUMENT WAS FILED
 Mortgagor \$50
 Rec'd \$50
 \$50

BOOK 423 PAGE 133

THE STATE of ALABAMA } COUNTY }

Undersigned, a Notary Public in and for said County, in said State, hereby certify that Jerry R. Massey and wife, Tammy S. Massey

whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, 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 1st day of September, 19 82
Amy Dean Caudle Notary Public.

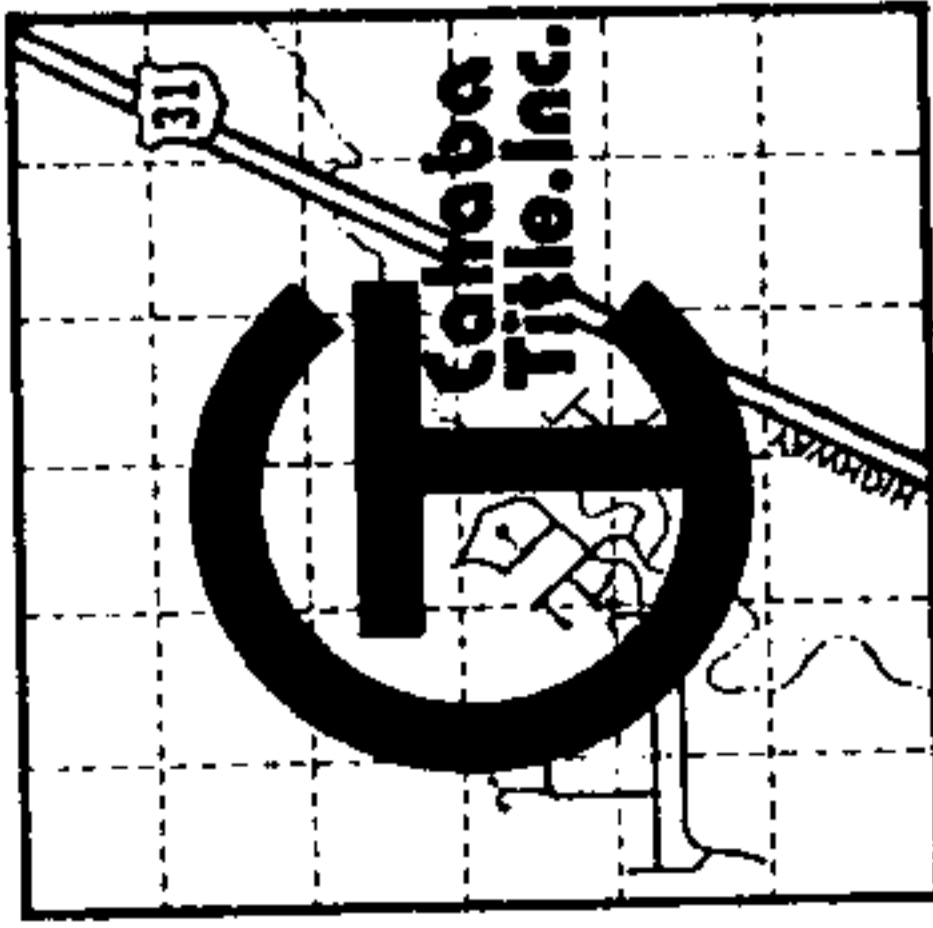
THE STATE of _____ } COUNTY }

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

MORTGAGE DEED



Recording Fee \$
 Deed Tax \$

This form furnished by

Cahaba Title, Inc.
 1970 Chendalar South Office Park
 Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation
 Telephone 205-663-1130