The State of ALABAMA
JEFFERSON County

483

Know All Men By These Presents, That whereas the undersigned

Harold P. Leader and wife, Doris Leader

justly indebted to Finance One of Alabama, Inc., an Alabama corporation

(hereinafter called Mortgagee)

in the sum of One Hundred Two Thousand Eight Hundred Thirty and 25/100 Dollars

evidenced by a promissory note of even date herewith, payable according to the terms stated therein

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and whereas the said Finance One of Alabama, Inc., an Alabama corporation

desirous of securing the prompt payment of said indebtedness with interest when the same falls due, NOW

THEREFORE, IN CONSIDERATION of the said indebtedness, and to secure the prompt payment of the same

at maturity, they the said Harold P. Leader and wife, Doris Leader

do hereby grant, bargain, sell and convey unto said Mortgagee the following described real property situated

in Shelby County, State of Alabama to-wit:

SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION

Subject to all easements, restrictions and right of ways of record.

This mortgage is second and subordinate to that certain mortgage heretofore executed to Engel Mortgage Company, Inc. as recorded in Mortgage Book 410, Page 879 in the Probate Office of Shelby County, Alabama.

said property is warranted free from all incumbrances and against any adverse claims.

[illegible] T. E. CARTER, Attorney
P. O. BOX 6114
BIRMINGHAM, AL 35213

TP-1-80

To Have And To Hold the above granted premises unto the said Mortgagee, its 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 at Columbiana 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, in Columbiana 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 Harold P. Leader and wife, Doris Leader

have hereunto set our signature and seal, this 3rd day of September, 19 82

Witnesses:

Harold P. Leader (SEAL)

Doris Leader (SEAL)

(SEAL)

(SEAL)

(SEAL)

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THE STATE of ALABAMA
JEFFERSON County.

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Harold P. Leader and wife, Doris Leader

whose name 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 3rd day of September, 82

Notary Public.

RETURN TO:

Harold P. Leader
and wife, Doris Leader

TO

Finance One of Alabama, Inc.

[redacted]

MORTGAGE DEED

THE STATE OF
County

I,

Judge of the Probate Court of said County, hereby certify that the foregoing conveyance was filed for registration in this office on the

day of , 19

and was recorded in Vol.

Record of Deeds, pages

on the day of 19

JUDGE OF PROBATE.

Mtg. Tax $
Recording Fee $
Total $

[redacted]

"EXHIBIT A"

Start at the Northeast corner of the NE-1/4 of theSE-1/4 of Section 23, Township 21 South, Range 1 East, and run thence North 89 deg. 38 min. West 300 feet to a point; thence to the left turning an angle of 89 deg. 48 min. to the South, 0deg. 34 min.West a distance of 190 feet for a point of beginning of the tract of land hereby conveyed; thence continuing along the same course in a Southerly direction, a distance of 470 feet to a point; thence turning an angle to the left of 90 deg. 12 min. go South 89 deg. 38 min. East a distance of 819.6 feet to the Coosa River; thence turning an angle to the left of 74 deg. 08 min. go North 16 deg. 14 min. East along the Coosa River, a distance of 128 feet; thence 18 deg. 20 min. to the right, go North 34 deg. 34 min. East along the Coosa River 220.2 feet; thence 10 deg. 20 min. to the left go North 24 deg. 14 min. East along the Coosa River a distance of 180.3 feet; thence turning to the left 113 deg. 52 min. go North 89 deg. 38 min. West 1051 feet to the point of beginning, said tract of land lying in the NE-1/4 of the SE-1/4 of Section 23, and in the NW-1/4 of SW-1/4 of Section 24,Township 21, Range 1 East, Shelby County Alabama.

ALSO, an easement for ingress and egress on and over the following property: South 20 feet of the NE-1/4 and South 20 feet of the SE-1/4 of NW-1/4 lying East of Beeswax Road, as now located, also the East 20 feet of the North 190 feet of the NE-1/4 of SE-1/4 in Section 23, Township 21, Range 1 East.

LESS AND EXCEPT that part of the lands hereinabove described which would either be covered with or which either alone or together with other lands would be entirely surrounded by waters of the Coosa River or its tributaries should such river or its tributaries be raised and backed up to that certain datum plane on 397 feet above mean sea level as established by the United States Coast and Geodetic Survey, as adjusted in January, 1955, together with the right to flood, cover or surround with water from time to time that portion of the lands hereinabove described which would lie above such datum plane and which would be flooded, covered with or surrounded by such waters should such river or its tributaries be raised and backed up to that certain datum plane of 400 feet above such mean sea level, together with the rights of ingress and egress over and across that part of the lands hereinabove described which lies above such datum plane first above described which is the subject of a deed recorded in Deed Book 239, page 409, in the Probate Court of Shelby County, Alabama.

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

1982 SEP 13 AM 10:04

JUDGE OF PROBATE

mtg. 154.35
Rec. 4.50
Ind. 1.00
159.85

SAFECO