

THIS INSTRUMENT WAS PREPARED BY:

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P. O. Box 2366  
Birmingham, Alabama 35201

MORTGAGE

STATE OF ALABAMA )  
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Gregory C. Beers and Donald E. Kiker, (hereinafter called "Mortgagors", whether one or more) are justly indebted, to Donnie F. Tucker and his spouse Mary Jim Tucker, (hereinafter called "Mortgagee", whether one or more), in the sum of Fifty Thousand Ninety One Dollars and Fifty One Cents (\$50,091.51) Dollars, evidenced by a promissory note of even date herewith.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof, of any and all future advances which may hereafter be made by the mortgagee to the mortgagors.

NOW THEREFORE, in consideration of the premises, specifically including any and all future advances which may hereafter be made by the Mortgagee to the Mortgagors prior to the satisfaction of this mortgage, said Mortgagors, 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 tract of land situated in the SE 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the SE1/4 of Section 25, Township 19 South, Range 3 West; thence run Westerly along the South line of said 1/4-1/4 section 639.70 feet to the point of beginning; thence continue along said course 225.38 feet; thence 121 degrees 20 minutes 03 seconds right 164.00 feet; thence 6 degrees 14 minutes 57 seconds right 49.49 feet; thence 96 degrees 05 minutes 03 seconds right 170.10 feet; thence 58 degrees 19 minutes 23 seconds right 63.23 feet to the point of beginning.

MARKSTEIN, MORRIS, SWEENEY AND LILES

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Subject to current year's ad valorem taxes, a first mortgage to United Federal Savings & Loan Association, and easements of record. Mineral and mining rights are excepted.

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

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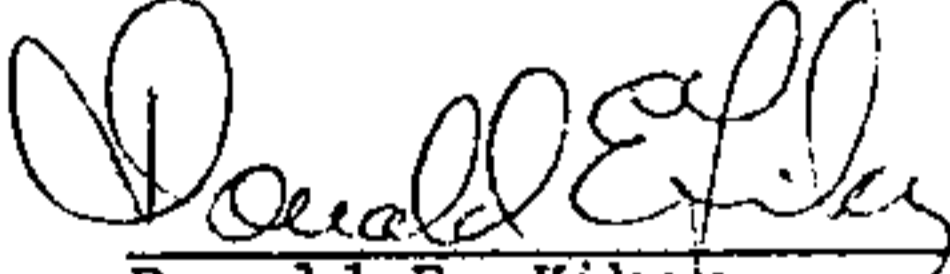
TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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 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 the indebtedness and any and all future advances which may hereafter be made by the Mortgagee to the Mortgagors prior to the satisfaction of this mortgage, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, all of which is hereby secured, 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

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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, have hereunto set signature and seal, this 11<sup>th</sup> day of September, 1982.

  
\_\_\_\_\_  
Gregory C. Beers  
  
\_\_\_\_\_  
Donald E. Kiker

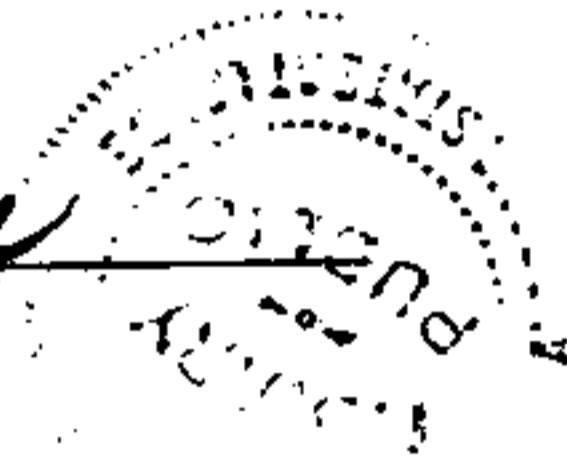
STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gregory C. Beers and Donald E. Kiker, 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 have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17 day of September, 1982.

*Helen S. [Signature]*  
Notary Public



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NOTARY PUBLIC  
STATE OF ALABAMA  
I HEREBY CERTIFY THAT  
THIS INSTRUMENT WAS  
FILED FOR RECORD

1982 SEP 24 AM 11:29

*[Signature]*  
Notary Public

Mtg Tax 75.15  
6.00  
Seed 1.00  
82.15