

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

That whereas, Charles M. Bordenca, D.M.D., hereinafter called "Mortgagor(s)", are justly indebted to the First National Bank of Birmingham, hereinafter called "Mortgagee", in the sum of Seventy-One Thousand Dollars (\$71,000.00) evidenced by a Promissory Note which is of even date herewith. And whereas, Mortgagor(s) agreed in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof. Now therefore, in consideration of the premises, the said Mortgagor(s), Charles M. Bordenca, D.M.D. 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:

Lots 15 and 16 in Block 1, according to map entitled Nickerson-Scott survey, as shown by map recorded in Map Book 3, Page 34 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama; except any portion of the right-of-way for U. S. Highway 31, as relocated.

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

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

A. L. B. 9 Bitten
John L. B. 9 Bitten
A. L. B. 9 Bitten

✓ Stewart, J. S. Pennington & Whalley

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 costs of collecting same; all amounts so expended by said Mortgage 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.

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Upon condition, however, that if the said Mortgagors pay said indebtedness, and reimburse 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 Mortgagors 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 our signatures

and our seals, this 21 day of Oct, 1982

Chas. W. Baker (SEAL)

Marie B. Borden (SEAL)

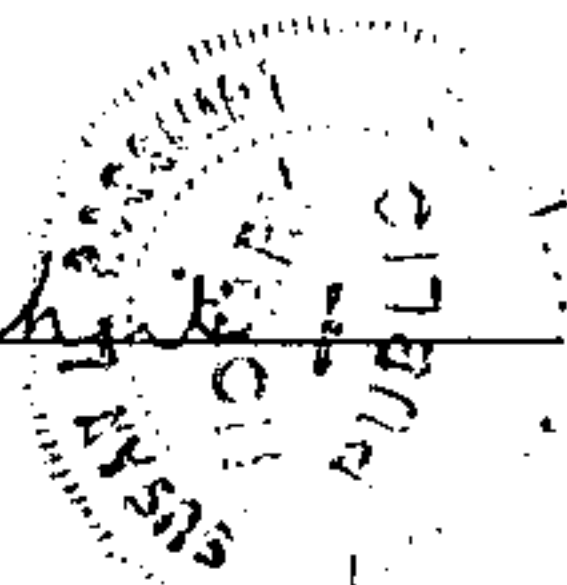
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STATE OF ALABAMA)
Shelby
JEFFERSON COUNTY)

I, Susan D. Rosshirt, a Notary Public in and
for said County, in said State, hereby certify that Dr. Charles
M. Bordenca whose name is signed to the foregoing
conveyance, and who known to me acknowledged before me on this
day, that being informed of the contents of the conveyance
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of
October, 1982.

Susan D. Rosshirt
Notary Public



STATE OF ALABAMA, SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED
1982 OCT 21 PM 3:37
Mtg. fee - 106.50
Re. 6.00
Jud. 1.00
113.50
Thomas A. Shandling, Jr.
JUDGE OF PROBATE

STATE OF ALABAMA, SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED
1982 DEC 21 AM 9:01
Corrected
Thomas A. Shandling, Jr.
JUDGE OF PROBATE
Reg. 6.00
Jud. 1.00
7.00

STATE OF ALABAMA)
SHELBY COUNTY)

I, Susan Rosshirt, a Notary Public in and for said County,
in said State, hereby certify that Marie Bordenca whose name is
signed to the foregoing conveyance, and who is known to me acknow-
ledged before me on this day, that being informed of the contents
of the conveyance executed the same voluntarily on the day the
same bears date.

Given under my hand and official seal this 20th day of
December, 1982.

Susan D. Rosshirt
Notary Public



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