

This instrument was prepared by

245

(Name) MARVIN WILLIAMS, JR.

(Address) 308 Jefferson Federal Building, Birmingham, Alabama 35203

Form 1-1-22 Rev. 1-55

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Leroy V. Berry and wife, Gloria Berry

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

Edwin M. Gleason and Janice B. Gleason

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

of Twenty Thousand Eight Hundred Sixty Four and no/100 - - - - Dollars
(\$20,864.00), evidenced by

one promissory note in the principal amount of \$20,864.00,
payable with twelve (12%) per cent interest at the rate of
\$208.64 per month, with the last payment due on or before
February 7, 1988, at which time the entire principal
balance shall be due and payable.

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,

Leroy V. Berry and wife, Gloria Berry

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:

Lot 40, according to Survey of Riverchase Country Club Residential
Subdivision, as recorded in Map Book 6, Page 137, and re-recorded
in Map Book 7, Page 114, in the Probate Office of Shelby County,
Alabama.

Mineral and mining rights excepted.

Subject to title to all minerals within and underlying the premises,
together with all mining rights and other rights, privileges and
immunities relating thereto, recorded in Volume 127, Page 140,
Volume 129, Page 205, and Volume 92, Page 474 in the Probate
Office of Shelby County, Alabama.

Also subject to restrictions as recorded in Misc. Volume 14, Page
536, and amended by Misc. Volume 17, Page 550 in said Probate Office.

Also subject to agreement for sewer line connection as recorded in
Volume 307, Page 371 in said Probate Office.

Also subject to easements as shown by recorded plat.

Also subject to rights of way to Alabama Power Company as recorded
in Volume 299, Page 187; Volume 131, Page 389; Volume 133, Page
291 and Volume 136, Page 131 in said Probate Office.

This mortgage is second and subordinate to that certain mortgage
from Edwin M. Gleason and wife, Janice B. Gleason to Home
Federal Savings and Loan Association of the South, as recorded
in Volume 405, Page 212 in the Probate Office of Shelby County,
Alabama.

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

Leroy V. Berry and wife, Gloria Berry

have hereunto set our signatures and seal, this 7th day of January, 19 83

Leroy V. Berry

Gloria Berry

MO TAX 31.35
3.00
1.00
35.35
1983 JAN 10 AM 8:31

THE STATE of
JEFFERSON

ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Leroy V. Berry and wife, Gloria Berry

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 7th day of January

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

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

MORTGAGE DEED

Return to:

Daniel Williams & Wallace
305 Jefferson Ave Bldg.
Birmingham, AL 35203
TO