[redacted] [redacted] [redacted]

This instrument was prepared by 334

(Name) COURTNEY H. MASON, JR.

(Address) P. O. BOX 1007, ALABASTER, AL.

Telephone 205-663-1130

This Form furnished by:

Cahaba Title. Inc.

1970 Chandalar South Office Park
Pelham, Alabama 35124
[redacted]

Representing St. Paul Title Insurance Corporation

MORTGAGE-

STATE OF ALABAMA
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

PRESTON NAIL AND WIFE, REBECCA NAIL, AND A. J. AUSTIN AND WIFE, IMOGENE AUSTIN

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

COURTNEY H. MASON, JR. AND WIFE, CAROLYN B. MASON

(hereinafter called "Mortgagee", whether one or more), in the sum of TWENTY-ONE THOUSAND TWO HUNDRED FIFTY AND NO/100TH------------------------------ Dollars ($21,250.00----), evidenced by promissory note of even date.

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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, PRESTON NAIL AND WIFE, REBECCA NAIL, AND A. J. AUSTIN AND WIFE, IMOGENE AUSTIN

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:

Part of Lots 22 and 23, Block 1, Nickerson and Scott Survey of the Town of Alabaster, Alabama, as recorded in Map Book 3, Page 34, in the Office of the Judge of Probate Shelby County, Alabama, being more particulary described as follows: From the Southwest corner of said Lot 22, run in an easterly direction along the south line of said Lot 22 for a distance of 42.68 feet to the point of beginning; thence continue along last mentioned course for a distance of 68.24 feet, more or less to a point on the west right-of-way line of U. S. Highway #31; thence turn an angle to the left and run North along said West right-of-way line for a distance of 100.00 feet to a point of intersection with the north line of said Lot 23; thence turn an angle to the left and run in a westerly direction along the north line of said Lot 23 for a distance of 69.96 feet, more or less, to a point 42.68 feet east of the northwest corner of said Lot 23; thence turn an angle to the left and run in a southerly direction for a distance of 100.00 feet to the point of beginning; being situated in Shelby County, Alabama.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

The proceeds of this loan have been applied on the purchase price of the herein described property.

This mortgage may not be assumed without the express written consent of the mortgage holder. If the property which is the subject of this mortgage and the note executed simultaneously herewith is transferred in any manner, the mortgage holder and payee may declare the entire balance of the mortgage due and payable unless consent to the transfer is given in advance by the mortgage holder.

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

Form ALA-35

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 PRESTON NAIL AND WIFE, REBECCA NAIL, AND

A. J. AUSTIN AND WIFE, IMOGENE AUSTIN

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have hereunto set THEIR signatureS and seal, this 10th day of JANUARY, 1983

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

1983 JAN 11 AM 11: 48

Mtg. tax 3.95
Rec. 4.00
Ind. 1.00
3.95

Preston Nail
PRESTON NAIL (SEAL)

Rebecca Nail
REBECCA NAIL (SEAL)

A. J. Austin
A. J. AUSTIN (SEAL)

Imogene Austin
IMOGENE AUSTIN (SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Preston Nail and wife, Rebecca Nail, and A. J. Austin and wife, Imogene Austin,

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 they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of January, 1983

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

Return to: [redacted]

TO

MORTGAGE DEED

[redacted]

Cahaba Title, Inc.

31

HIGHWAY

Recording Fee $

Deed Tax $ [redacted]

$

This form furnished by

Cahaba Title, Inc.
1970 Chandalar South Office Park
Pelham, Alabama 35124
[redacted]
Representing St. Paul Title Insurance Corporation
Telephone 205-663-1130