THIS INSTRUMENT PREPARED BY:

NAME: William D. Hasty, Jr.
140 Southcrest Drive
ADDRESS: Biringham, Alabama 35209

645

MORTGAGE — ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

COUNTY

Know All Men By These Presents, that whereas the undersigned Robert Paul Champion, a single man justly indebted to Mary H. Duke

in the sum of Sixteen Thousand and 00/100 ($16,000.00) Dollars

evidenced by promissory note of even date and amount herewith which is incorporated herein by reference

and whereas it is desired by the undersigned to secure 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, the undersigned, Robert Paul Champion

do, or does, hereby grant, bargain, sell and convey unto the said Mary H. Duke

(hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

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A parcel of land containing 0.92 acres in the SE 1/4 of the NE 1/4 of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama, described as follows: Commence at the SW corner of the SE 1/4 of the NE 1/4 of said Section 29, thence run east along the South 1/4 - 1/4 line a distance of 825.46 feet, thence run North a distance of 533.79 feet to an Iron Pin on the North side of Heading Mill Road (Shelby County Highway #444) and the Point of Beginning, thence run South 73 degrees 40' East along said road a distance of 210.0 feet, thence run north 40 degrees 40' East a distance of 210.0 feet, thence run North 73 degrees 40' West a distance of 210.0 feet, thence run South 40 degrees 40' West a distance of 210.0 feet to the Point of Beginning.

Together with any and all buildings and improvements erected or hereinafter erected thereon.

Subject to:

1. Any easements and restrictions of record.

2. Mortgagor herein is granted the right to prepay this obligation plus accrued interest to the date of prepayment without penalty.

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

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said property become indangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form [illegible] without regard to the existence or non-existence of the debt or any part thereof or of the lien on [illegible] of said events, the whole of said indebtedness hereby secured shall at once become [illegible] subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee [illegible] possession of the premises hereby conveyed and with or without first taking possession, after giving [illegible] once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published [illegible], or en masse, as Mortgagee may deem best, in front of the Court [illegible] for cash and apply the proceeds of said sale, First, to the expense [illegible] attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

to Duke, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured, at the date of sale, but no interest shall be collected beyond the day of sale; and Fourth, the remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person conducting said sale is hereby authorized to execute to the purchaser thereof a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 11th day of February 1983

WITNESSES:

William D. Hasty Jr

Marilyn Drake

Robert Paul Champion (Seal)
Robert Paul Champion

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF FILED
INSTRUMENT WAS FILED
1983 FEB 16 AM 10:39
JUDGE OF PROBATE

Mtg tax - 2 00
Rec 3 00
Ck 1 00
2 8 00

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General Acknowledgement

STATE OF
County

I, the undersigned, William D. Hasty JR, a Notary Public in and for said County in said State, hereby certify that Robert Paul Champion whose name 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 the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of February 1983

William D. Hasty Notary Public.

Corporate Acknowledgement

STATE OF
COUNTY OF

I, a Notary Public in and for said County, in said State, hereby certify that whose name as President 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 the 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 William D. Hasty, Jr.
140 Southcrest Drive
Birmingham, Alabama 35209

Robert Paul Champion

TO

Mary H. Duke

MORTGAGE

This Form Furnished by
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama