3512 Old Montgomery Highway, Birmingham, AL

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Sirmingham, Alabama

STATE OF ALABAMA Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Ralph Cole

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

Ricky Seale

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

Twelve Thousand and 00/100----

one promissory note of even date herewith and payable (\$ 12,000.00), evidenced by according to the terms contained therein.

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,

Ralph Cole

29 page 445

SHZ

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described County, State of Alabama, to-wit: Shelby real estate, situated in

See Attached Exhibit "A" for legal description.

This is a purchase money mortgage.

THE PROCEEDS OF THIS LOAN HAVE BEEN APPLIED ON THE PURCHASE PRICE OF THE PROPERTY DESCRIBED HEREIN, CONVEYED TO MORTGAGORS SIMULTANEOUSLY HEREWITH.

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

LAMAR HAM

ATTORNEY AT LAW

2 OLD MONTGOMERY HWY.

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 Mortgages 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 weck 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 & 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.

have hereunto set his signature	d seal, this	28th day of February Ralph Cole	, 19 83 (SEAI
			•
		***************************************	(SEAI
			(SEAI
THE STATE of Alabama]		
Jefferson count	ry }		. 1
the undersigned	J	• Notary Public in an	d for said County, in said Stat
		, a Motary I done in an	y'
whose name is signed to the foregoing conv	1-		.
whose name is signed to the foregoing conv	nveyance he	tho is known to me acknown to	.
whose name is signed to the foregoing cont that being informed of the contents of the con Given under my hand and official seal this	nveyance he	executed the same voluntarily	on the day the same bears dat , 19 83 Notary Public.
whose name is signed to the foregoing cont that being informed of the contents of the con Given under my hand and official seal this THE STATE of	nveyance he	day of February My Commission Expires Nov	on the day the same bears dat , 19 83 Notary Public.
whose name is signed to the foregoing contract that being informed of the contents of the conGiven under my hand and official seal this THE STATE of COUNT	nveyance he	day of February My Commission Expires Nov	, 19 83 Notary Public.
whose name is signed to the foregoing contact that being informed of the contents of the contents of the contents of under my hand and official seal this THE STATE of COUN' I, hereby certify that	28th	day of February My Commission Expires Nov	on the day the same bears dat , 19 83 Notary Public.
whose name is signed to the foregoing contract that being informed of the contents of the continuous Given under my hand and official seal this THE STATE of COUN' I, hereby certify that whose name as a corporation, is signed to the foregoing conbeing informed of the contents of such conve	ry } of veyance, and	executed the same voluntarily day of February Hy Commission Expires Nov a Notary Public in an who is known to me, acknowledge	notary Public. Notary Public. ember 9,1985 d for said County, in said States
whose name is signed to the foregoing contract that being informed of the contents of the conficial seal this Given under my hand and official seal this THE STATE of COUN' I, hereby certify that whose name as a corporation, is signed to the foregoing con	of veyance, and veyance, he, as	executed the same voluntarily day of February Hy Commission Expires Nov a Notary Public in an who is known to me, acknowledge	notary Public. Notary Public. ember 9, 1985 d for said County, in said States

DEED

MORTGAGE

This form furnished by

AND TITLE COMPANY OF ALABAMA 317 NORTH 20th STREET BIRMINGHAM, ALABAMA 35203

ç

Return to:

EXHIBIT "A"

Commence at the southwest corner of Section 24, Township 24 North, Range 15 East, Shelby County, Alabama, Thence run easterly along south line of said Section 24, 531.28' to a point, thence 91 degrees 35 minutes left and run northerly 240.0' to the point of beginning of the property being described. Thence continue northerly along last described course 157.0' to a point, Thence 124 degrees 38 minutes left and run southwesterly 474.48' to a point on the water line contour of Reed Creek, Thence 104 degrees 47 minutes left and run Southeasterly along waters edge 92.59' to a point, Thence 68 degrees 57 minutes left and run northeasterly '363.80' to the point of beginning, containing 1.06 acres.

INSTRUMENT WAS FILED