

(Name) William W. Johnson, Jr.

(Address) 1400 Park Place Tower, Birmingham, AL 35203

Form 1-1-22 Rev. 1-66

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

MIKE SUMMERS, a married man

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to VIRGINIA BIGLER, individually, and VIRGINIA PROCTOR BIGLER, HUGH PATTERSON BIGLER, JR., and VIRGINIA KENT BIGLER JONES, as Trustees under the Will of HUGH P. BIGLER, Deceased

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

of One Hundred Thirty-two Thousand Six Hundred Thirty-five and 60/100 Dollars (\$ 132,635.60 ), evidenced by purchase money Note of even date herewith

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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,

MIKE SUMMERS, a married man

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 3 of Bigler's Resurvey, as recorded in Map Book 8, at Page 106, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

A parcel of land situated in the SE 1/4 of Section 29 and in the SW 1/4 of Section 28, Both Sections being in Township 18 South, Range 1 West, Shelby County, Alabama, said parcel being more particularly described as follows: Begin at the Northwest Corner of the SW 1/4 of said SE 1/4, Section 29, and run in a Northerly direction along the Westerly line of said SE 1/4 for a distance of 132.09 feet; thence turning an angle to the right of 123° 00', run in a Southeasterly direction for a distance of 581.68 feet; thence turning an angle to the left of 98° 31', run in a Northeasterly direction along the Southeasterly right-of-way line of Shelby County Highway #119 for a distance of 784.52 feet; thence turning an angle to the right of 90° 23' 57", run in a Southeasterly direction for a distance of 116.54 feet; thence turning an angle to the left of 89° 35' 56", run in a Northeasterly direction for a distance of 62 feet to the point of beginning of the land here described; thence turning an angle to the right of 95° 28' 03" and run in a Southeasterly direction for a distance of 1959.03 feet; thence turning an angle of 78° 16' to the left, run in a Northeasterly direction for a distance of 203.09 feet; thence turning an angle of 1° to the right, continue in a Northeasterly direction for a distance of 154.96 feet; thence turning an angle of 102° 44' to the left, run in a Northwesterly direction for a distance of 2168.35 feet to the Southeasterly right-of-way line of Shelby County Highway #119; thence turning an angle to the left of 92° 31' 10", run in a Southwesterly direction along said Southeasterly right-of-way line for a distance of 72 feet to the point of curve of a curve to the left, said curve being concave in a Southeasterly direction, having a radius of 11,577.64 feet, and a central angle of 1° 02' 26"; thence along the arc of said curve to the left, for a distance of 210.26 feet to the end of said curve; thence turning an angle to the left of 88° 44' 09" from the chord of said curve, run in a Southeasterly direction for a distance of 112.79 feet; thence turning an angle to the right of 86° 20' 19", run in a Southwesterly direction for a distance of 71.91 feet, more or less to the point of beginning.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

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SUBJECT TO: (i) right-of-way to Shelby County, Alabama, recorded in Volume 135, at Page 126, in the Probate Office of Shelby County, Alabama; (ii) right-of-way to Alabama Power Company recorded in Volume 109, at Page 502, and Volume 119, at Page 251, in said Probate Office; (iii) the lien for ad valorem taxes for the current tax year.

NO PART OF THE PROPERTY DESCRIBED ABOVE IS THE HOMESTEAD OF THE MORTGAGOR OR HIS SPOUSE.

Said property granted free from all incumbrances and any adverse claims, except as stated at

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

MIKE SUMMERS, a married man

have hereunto set his signature and seal, this 2nd day of May, 19 83

199.05  
Rec. 3.00  
1.00  
203.05

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED  
1983 MAY -4 AM 9:52

*Mike Summers*  
MIKE SUMMERS (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

THE STATE of ALABAMA }  
COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

MIKE SUMMERS, a married man

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 2nd day of May, 19 83

*Walter A. Dutton*  
Notary Public.

THE STATE of }  
COUNTY }

My Commission Expires 10-27-85

I, a Notary Public in and for said County, in said State, hereby certify that

whose name as 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

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PLEASE PLACE IN BOX OF  
Return to: BRADLEY, ARANT, ROSE & WHITE  
LWWS

MIKE SUMMERS, a married man

TO

VIRGINIA BIGLER, individually, and  
VIRGINIA PROCTOR BIGLER, HUGH PATTERSON BIGLER, JR., and VIRGINIA  
KENT BIGLER JONES, as Trustees under the  
WILL of HUGH P. BIGLER

MORTGAGE DEED

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guarantees Division  
TITLES INSURANCE - ABSTRACTS

Birmingham, Alabama  
PLEASE PLACE IN BOX OF  
BRADLEY, ARANT, ROSE & WHITE  
LWWS