

(Name) Anthony D. Snable, Attorney
(Address) 528 Pleasant Grove Road
Pleasant Grove, Alabama 35127



Jefferson Land Title Services Co., Inc.
318 21ST NORTH • P.O. BOX 10481 • PHONE (205) 328-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

MORTGAGE-**STATE OF ALABAMA**

Jefferson COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Anthony K. Jones and wife Nadine J. Jones

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

R. D. Norris and Billie Norris

(hereinafter called "Mortgagee", whether one or more), in the sum
of Sixty Six Thousand, Seven Hundred, Fifty and no/100-----Dollars
(\$ 66,750.00), evidenced by one promissory note of even date herewith and payable
according to the terms contained therein.

BOOK 433 PAGE 769

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,

Anthony K. Jones and wife, Nadine J. Jones

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:

For legal description see Exhibit "A" attached hereto and made a part
hereof by reference.

This is a purchase money mortgage and is given as consideration for the conveyance
of the above described property and subordinate to that certain mortgage given by
Anthony K. Jones and wife, Nadine J. Jones to National Heritage Mortgage Corporation
dated May 20, 1983, in the amount of \$108,000.00 and filed for record in Book 431
Page 462, in the Probate Office of Shelby County, Alabama.

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

R. D. Norris
1853 Burning Tree Circle
B'ham, AL 35226

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

Anthony K. Jones and wife, Nadine J. Jones

have hereunto set OUR signature S and seal, this 20th day of May, 1983

Anthony K. Jones (SEAL)
Anthony K. Jones
Nadine J. Jones (SEAL)
Nadine J. Jones (SEAL)

THE STATE of Jefferson COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Anthony K. Jones and wife, Nadine J. Jones

whose name S 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 20th day of May, 1983

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

TO

MORTGAGE DEED

Recording Fee \$
Deed Tax \$

This form furnished by
Jefferson Land Title Services Co., Inc.
316 21ST NORTH • P.O. BOX 10481 • PHONE (205) 328-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

The East One Half of the SE 1/4 of NE 1/4 of Section 3, Township 22 South, Range 2 West, and being more particularly described as follows:

Tract #1: Lying north of County Highway and being a part of the East 1/2 of the SE 1/4 of NE 1/4 of Section 3, Township 22 South, Range 2 West, and being more particularly described as follows: Begin at the N.E. corner of the East 1/2 of the SE 1/4 of NE 1/4 of Section 2, Township 22 South, Range 2 West, thence south along the east line of said east 1/2 of SE 1/4 of NE 1/4 151.70 feet to the northerly right of way of a county road. Thence 104 degrees 34 minutes to the right in a northwesterly direction and along the northerly right of way of said county road 355.40 feet. Thence 6 degrees 26 minutes to the right 294.62 feet to the north line of said East 1/2 of SE 1/4 of NE 1/4. Thence 163 degrees 00 minutes to the right in an easterly direction and along the north line of said East 1/2 of SE 1/4 of NE 1/4 620.54 feet to the point of beginning.

Tract #2: Lying South of County Highway and being a part of the East 1/2 of the SE 1/4 of NE 1/4 of Section 3, Township 22 South, Range 2 West, and being more particularly described as follows: Begin at the SE corner of the East 1/2 of the SE 1/4 of NE 1/4 of Section 2, Township 22 South, Range 2 West. Thence north along the east line of said East 1/2 of SE 1/4 of NE 1/4 1120.61 feet to the south line of a county road. Thence 75 degrees 26 minutes to the left in a northwesterly direction and along the line of said highway 374.40 feet. Thence 6 degrees 26 minutes to the right and along the south line of said county road 298.03 feet to the west line of the East 1/2 of SE 1/4 of NE 1/4. Thence 110 degrees 27 minutes to the left in a southerly direction and along the west line of the East 1/2 of the SE 1/4 of NE 1/4 1275.95 feet to the SW corner of the East 1/2 of the SE 1/4 of NE 1/4. Thence 86 degrees 35 minutes to the left in an easterly direction 654.21 feet to the point of beginning.

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

1983 JUL 15 AM 10:08

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Mtg TAX	100.20
Rec	4.80
Ind	1.00
	<hr/> 105.70

EXHIBIT "A"