Vicki P. Harrison HIS INSTRUMENT PREPARED BY (Name). 701 South 20th St. Birmingham, AL 35203 (Address). 695-5796-1" REAL ESTATE MORTGAGE STATE OF ALABAMA COUNTY OF Jefferson 1110 WORDS USED OFTEN IN THIS DOCUMENT (A) "Mortgage." This document, which is dated _____Inly 13,_____, 19.83_, will be called the "Mortgage." (8) "Borrower." H. Lee Endicott Jr. and wife, Martha L. Endicott will sometimes be/called "Borrower" and sometimes simply "l." (C) "Lender." Central Bank of _____ The south _____ will be called "Lender." Lender is a corporation or association which was formed and which exists under the laws of the State of Alabama or the United States. Lender's address is P.O. Box 10566 Birmingham, AL 35296 (D) "Note." The note signed by Borrower and dated ___July_13______, 19_83, will be called the "Note." The Note shows that I owe Lender Twenty-One Thousand Eight Hundred Fifty-Seven Dollars & 35/10@ollars, plus interest, which I have promised to pay in payments of principal and interest for 15 years with a final payment due on _____, 19<u>98</u>. The final payment may be a balloon payment which may be refinanced from time to time. (E) "Property." The property that is described below in the section titled "Description Of The Property." will be called the "Property." BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY I grant, bargain, sell and convey the Property to Lender. This means that, by signing this Mortgage, I am giving Lender the rights that I have in the property subject to the terms of this Mortgage. The Lender also has those rights that the law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to: (A) Pay all the amounts that I owe Lender as stated in the Note; (B) Pay, with Interest, any amounts that Lender spends under this Mortgage to protect the value of the Property and Lender's rights in the Property; (C) Pay, with interest, any other amounts that Lender lends to me as Future Advances under Paragraph 7 below; (D) Pay any other amounts that I may owe Lender, now or in the future, including any amounts that I become obligated to pay 34 as a result of another loan from Lender or my guaranty of a loan to someone else by Lender, sometimes referred to as "Other Debts"; and (E) Keep all of my other promises and agreements under this Mortgage. If I keep the promises and agreements listed in (A) through (E) above, this Mortgage and the transfer of my rights in the Property will Specome void and will end. LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS If I fall to keep any of the promises and agreements made in this Mortgage, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Mortgage. Lender may do this without making any further demand for payment. This requirement will be called "immediate Payment in Full." If I fail to make Immediate Payment in Full, Lender may sell the Property at a public auction. The public auction will be held at the front door of the courthouse in the county where the Property is located. The Lender or its attorney, agent or representative (the "auctioneer") may sell the Property in lots or parcels or as one unit as it sees fit at this public auction. The Property will be sold to the highest bidder, or if purchased by Lender, for credit against the balance due from Borrower. Notice of the time, place and terms of sale will be given to the public by publishing the notice with a description of the Property once a week for three (3) consecutive weeks in a newspaper of general circulation in the county where the sale will be held. The Lender or auctioneer shall have the power and authority to convey all of my rights in the Property to the buyer at the public auction, and use the money received to pay the following amounts: (1) all expenses of the sale, including advertising and selling costs and attorney's and auctioneer's fees; all amounts that I owe Lender under the Note and under this Mortgage; and . (3) any surplus, that amount remaining after paying (1) and (2), will be paid to the Borrower or as may be required by law. If the money received from the public sale does not pay all of the expenses and amounts I owe Lender under the Note and this Mortgage, I will promptly pay all amounts remaining due after the sale, plus interest at the rate stated in the Note. The Lender may buy the Property or any part or interest in the Property at the public auction. If the Lender buys the Property, the auctioneer will make the deed in the name of the Borrower. DESCRIPTION OF THE PROPERTY I give Lender rights in the Property described in (A) through (I) below: (A) The property which is located at <u>General Delivery</u> . Sterrett. Alabama **ADDRESS** County in the State of Alabama This property is in <u>Shelby</u> .. It has the following legal description: A part of the SW2 of Section 19, Township 18 South, Range 2 East and described as Commence at the NW corner of the NEt of SWt of said Section; thence South along the West line of same a distance of 20.00 feet to the point of beginning; thence South 34 deg. 05' East a distance of 309.55 feet to the right of way of a public road; thence South 38 deg. 32' West along said right of way a distance of 103.79 feet; thence South 42 deg. 23' West a distance of 100.19 feet; thence South 47 deg. 46' West a distance of 119.35 feet; thence North 37 deg. 18' West a distance of 250.91 feet; thence North 34 deg. 18 East a distance of 353.74 feet to the point of beginning. Situated in Shelby County, Alabama. According to survey of F. W. Meade, Reg. No. 9124, dated June 28, 1983. Proceeds of this mortgage have been applied Iff the property is a condominium, the following must be comto purchase of property described herein conveyed to mortgagors simultaneously of my regree is the common elements of the Condominium Pc. herewith. (B) A consider a real on a management of at are located a and the state of the the first of the and a little apparent and side of the 1974 of (D) All rents or royalties from the property described in p (E) All mineral, oil and gas rights and profits, water rights a of this section; (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A)

of this section:

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(6) All (admitted are now or in the future will be on the status y described in paragraphs (A) and (b) of the status of all placements of additions to those fixtures, except for the placements of additions that under the are "consumer goods" and that I acquire more than twenty (20) days after the date of the Note;

(H) All of the rights and property described in paragraphs (B) through (F) of this section that I acquire in the future; and (I) All replacements of or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

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the exercities the the properties of listed in the decision of the Proportio (A) I lowfully own the Proportio (9) is to a the

I promise and I agree with Lender as follows:

1. BORROWER'S PROMISE TO PAY PRINCIPAL AND INTEREST UNDER THE NOTE AND TO FULFILL OTHER PAYMENT OBLIGATIONS

I will promptly pay to Lender when due: principal and interest under the Note; late charges and prepayment charges as stated in the Note; principal and interest on Future Advances that I may receive under Paragraph 7 below; any amounts expended by Lender under this Mortgage; and all Other Debts.

2. LENDER'S APPLICATION OF BORROWER'S PAYMENTS

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Unless the law requires otherwise, Lender will apply each of my payments under the Note and under Paragraph 1 above in the following order and for the following purposes:

(A) First to pay interest then due under the Note; and

(B) Next, to late charges, if any; and

(C) Next, to lenders costs and expenses, if any; and

(D) Next, to pay principal then due under the Note.

3. BORROWER'S OBLIGATION TO PAY CHARGES AND ASSESSMENTS AND TO SATISFY CLAIMS AGAINST THE PROPERTY

I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be superior to this Mortgage. I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will do this by making payments, when they are due, directly to the persons entitled to them. (In this Mortgage, the word "person" means any person, organization, governmental authority, or other party.) Upon request, I will give Lender a receipt which shows that I have made these payments.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien." I will promptly pay or satisfy all liens against the Property that may be superior to this Mortgage. However, this Mortgage does not require me to satisfy a superior lien if: (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation; or (B) I, in good faith, argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up.

Condominimum Assessments

If the Property includes a unit in a Condominium Project, I will promptly pay when they are due, all assessments imposed by the owners association or other organization that governs the Condominium Project. That association or organization will be called the "Owners Association."

4. BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY

(A) Generally

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I will obtain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. Lender may not require me to obtain an amount of coverage that is more than the value of all buildings and other improvements on the Property.

may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgage clause" to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals.

I will pay the premiums on the insurance policies by paying the insurance company directly when the premium payments are due. If Lender requires, I will promptly give Lender all receipts of paid premiums and all renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "proceeds." The proceeds will be used to reduce the amount that I owe to Lender under the Note and this Mortgage, unless Lender and I have agreed to use the proceeds for repairs, restoration or otherwise.

The Lender has the authority to settle any claim for insurance benefits and to collect the proceeds. Lender then may use the proceeds to reduce the amount that I owe to Lender under the Note and under this Mortgage or to repair or restore the Property as Lender "may see fit.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and this Mortgage. However, Lender and I may agree in writing to those delays or changes.

if Lender acquires the Property by purchase at foreclosure sale, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender will belong to Lender. However, Lender's rights in those proceeds will not be greater than the amount that I owe to Lender under the Note and under this Mortgage.

(B) Agreements that Apply to Condominiums

(i) If the Property Includes a unit in a Condominium Project, the Owners Association may maintain a hazard insurance policy which covers the entire Condominium Project. That policy will be called the "master policy." So long as the master policy remains in effect and meets the requirements stated in this Paragraph 4: (a) my obligation to obtain and to keep hazard insurance on the Property is satisfied; and (b) if there is a conflict, concerning the use of proceeds, between (1) the terms of this Paragraph 4, and (2) the law or the terms of the declaration, by-laws, regulations or other documents creating or governing the Condominium Project, then that law or the terms of those documents will govern the use of proceeds. I will promptly give Lender notice if the master policy is interrupted or terminated. During any time that the master policy is not in effect, the terms of (a) and (b) of this subparagraph 4(B) (i) will not apply.

(ii) If the Property includes a unit in a Condominium Project, it is possible that proceeds will be paid to me instead of being used to repair or to restore the Property. I give Lender my rights to those proceeds. All of the proceeds described in this subparagraph 4(B) (ii) will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of those proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. The use of proceeds to reduce the amount that I owe to Lender will not be a prepayment that is subject to the prepayment charge provisions, if any, under the Note.

5. BORROWER'S OBL<mark>IGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASE, AND AGREEMENTS ABOUT CONDOMINIUMS</mark>

(A) Agreements about Maintaining the Property and Keeping Promises in Lease

I will keep the Property in good repair. I will not destroy or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease.

(B) Agreements that Apply to Condominiums

If the Property is a unit in a Condominium Project, I will fulfill any of my obligations under the declaration, by-laws, regulations and other documents that create or govern the Condominium Project. Also, I will not divide the Property into smaller parts that may be owned separately (known as "partition or subdivision"). I will not consent to certain actions unless I have first given Lender notice and obtained Lender's consent in writing. Those actions are:

(a) The abandonment or termination of the Condominium Project unless the abandonment or termination is required by law;

(b) Any significant change to the declaration, by-laws or regulations of the Owners Association, trust agreement, articles of incorporation, or other documents that create or govern the Condominium Project, including, for example, a change in the percentage of ownership rights held by unit owners in the Condominium Project; and

(c) A decision by the Owners Association to terminate professional management and to begin self-management of the Condominium Project.

10.	CONTINUATION OF LENDER'S RIGHTS Even if Lender does not exercise or enforce any right of Lender under the Note, this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pay taxes, or pays other claims, charges or liens against the Property, Lender will still have the right to demand that I make Immediate Payment In Full of the amount that I owe to Lender under the Note and under this Mortgage.					
11. LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS; OBLIGATIONS OF BORROWERS; AGREEMEN CONCERNING CAPTIONS Each of Lender's rights under this Mortgage is separate. Lender may exercise and enforce one or more of those rights, as						
#15/PA	any of Lender's other rights under the law, one at a time or all at once. If more than one person signs this Mortgage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under					
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٦,	LAW THAT GOVERNS THIS MORTGAGE The law that applies in the place that the Property is located will govern this Mortgage. The law of the State of Alabama will govern the Note. If any term of this Mortgage or of the Note conflicts with the law, all other terms of this Mortgage and of the Note remain in effect if they can be given effect without the conflicting term. This means that any terms of this Mortgage and of the Note which conflict with the law, can be separated from the remaining terms, and the remaining terms will still be enforced.					
. š	By signing this Mortgage Tagree to all of the above.					
	For The Cultilat of					
	H'. Use Endicott Jr.					
	Marthe & Endicott					
	Martha L. Endicott					
	By:					
	its:					
	ATE OF ALABAMA)					
CO	UNTY OF Jefferson The Undersigned a Notary Public in and for said County, in said State, hereby certify					
tha	H. Lee Endicott Jr. and wife, Martha L. Endicott are					
tha sio	ned to the foregoing conveyance, and whoare known to me, acknowledged before me on this day that, being informed					
	the contents of this conveyance. they executed the same voluntarily on the day the same bears date.					
	Given under my hand and official seal this 13th day of July 19 83.					
Му	commission expires: Marchaella de la					
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	ATE OF ALABAMA) OUNTY OF)					
	I, , a Notary Public in and for said County, in said State, hereby certify					
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	Given under my hand and official seal this day of, 19, 19					
h.e.	commission expires:					
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COUNTY OF Jefferson)	The Undersig	ned . Natara Barbara	in and the maid County in chid's	tata harabu cartifu		
		, Martha L. Endicott	in and for said County, in said s ar , whose name(s) ar			
signed to the foregoing conveyance, and whoare known to me, acknowledged before me on this day that, being.						
of the contents of this conveyance,	they 13	executed the same voluntarily the day of July	on the day the same bears date	3/ 		
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my commission expires.		A is	Notary Rublic	VCA		
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My commission expires:		·	Materia Dublia	<u> </u>		

THIS INSTRUMENT PREPA	ARED BY:	(Name) Vicki P. Harrison (Address) 701 South 20th St. Birmingham, AL 35203	
STATE OF ALABAMA COUNTY OF JEFFERSON)	ADJUSTABLE RATE MORTGAGE AMENDMEN	1 1

NOTICE: THE MORTGAGE AND THIS AMENDMENT SECURE AN ADJUSTABLE RATE NOTE WHICH CONTAINS PRO-VISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS OR A LARGER FINAL PAYMENT. DECREASES IN THE INTEREST RATE MAY RESULT IN LOWER PAYMENTS, A SMALLER FINAL PAYMENT, OR AN ADJUSTMENT OF THE MATURITY DATE.

This Adjustable Rate Mortgage Amendment, dated	July 13, 1983 , amends and supplements the Mortgage dated (x) to which this Amendment is attached. () which is recorded in the			
office of the Judge of Probate of	County, Alabama, in Real, Page			
This Amendment covers the Property described in the Mortgage.				
The word "Note" used in the Mortgage and this Am	nendment shall include an "Adjustable Rate Note." An Adjustable Rate Note			

is a note containing provisions allowing Lender to change the interest rate and the monthly payment amounts, and to increase the amount of principal to be repaid as a result of changes in an interest rate index.

ADJUSTABLE RATE MORTGAGE AMENDMENT

In addition to the promises and agreements I make in the Mortgage, I promise and agree with Lender as follows:

(A) Interest Rate Adjustments

The Note provides for an adjustable interest rate which will be increased or decreased on the interest Adjustment Dates as described in the Note. Changes in the interest rate are determined by changes in the Index Rate. The Index Rate is the auction rate for United States Treasury Bills with maturities of 26 weeks, as established at the most recent auction immediately prior to the date of the Note and each subsequent Interest Adjustment Date. There are no limitations on changes in the interest rate, except that the interest rate may be subject to a ceiling or floor rate.

(B) Monthly Payment Adjustments

If the rate of interest changes If the rate of interest changes, the amount of my payment will change as provided in the Note. Any increase in my monthly payment amount will be limited to ten percent (10%) of the previously scheduled payment amount. The limitation on increases in my monthly payment amount does not apply at the time of the final payment adjustment, or if the balance due under the Note exceeds 115% of the original principal sum as set out in the Note. My monthly payment amount will decrease if the interest rate applicable to the Note decreases. However, my monthly payment amount will never decrease below the beginning monthly payment as set out in the Note.

(C) Increases in Principal Balance

The Note provides that the principal amount I owe Lender may increase from time to time. In the event that I make a payment that is insufficient to pay all interest which has been earned since my last payment, Lender will advance an amount equal to the interest earned by Lender but unpaid after application of my payment. The amount advanced by Lender will be added to the principal of the Note and I will pay interest at the Note rate on the amount advanced. Lender may also add to the principal of the Note any advances made under the Mortgage, and I will also pay interest at the Note rate on those advances.

(D) Loan Charges

In the event a law which applies to the Note secured by the Mortgage and which sets maximum loan charges is interpreted so that the interest or other loan charges collected or to be collected in connection with the Note would exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

(E) Monthly Payments for Taxes and Insurance

Under paragraphs 3 and 4 of the Mortgage, Borrower is required to pay all taxes, assessments and hazard insurance premiums and upon request of Lender furnish receipts for such payments. As an alternative to the payment of such amounts directly by Borrower, Lender may at its option require Borrower at any time to make monthly payments to Lender for taxes and insurance.

(1) BORROWER'S OBLIGATION TO MAKE MONTHLY PAYMENTS TO LENDER FOR TAXES AND INSURANCE

I will pay to Lender all amounts necessary to pay for taxes, assessments, ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any). I will pay those amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless the law requires otherwise. I will make those payments on the same day that my monthly payments are due under the Note.

The amount of each of my payments under this Paragraph E will be the sum of the following:

- (i) One-twelfth of the estimated yearly taxes, assessments and ground rents (if any) on the Property which under the law may be superior to this Mortgage; plus
- (ii) One-twelfth of the estimated yearly premium for hazard insurance covering the Property; plus

(iii) One-twelfth of the estimated yearly premium for mortgage insurance (if any). Lender will determine from time to time my estimated yearly taxes, assessments, ground rents and insurance premiums based upon existing assessments and bills, and reasonable estimates of future assessments and bills. (Taxes, assessments, ground rents and insurance premiums will be called "taxes and insurance.") The amounts that I pay to Lender for taxes and insurance under this Paragraph E will be called the "Funds."

if, when payments of taxes and insurance are due, Lender has not received enough Funds from me to make those payments, I will pay to Lender whatever additional amount is necessary to pay the taxes and insurance in full. I must pay that additional amount in one or more payments as Lender may require.

99/32-2333 (10/82)

(2) LENDER'S OBLIGATIONS CONCERNING BORROWER'S MONTHLY PAYMENTS FOR TAXES AND INSURANCE

Lender will keep the Funds in a savings or banking institution. If Lender is such an institution then Lender may hold the Funds. Except as described in this Paragraph E, Lender will use the Funds to pay taxes and insurance. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds on deposit, for using the Funds to pay taxes and insurance, for analyzing my payments of Funds, or for receiving, verifying and totalling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest on the Funds unless Lender agrees in writing to pay interest on the Funds.

If Lender's estimates are too high or if taxes and insurance rates go down, the amounts that I pay under this Paragraph E will be too large. If this happens at a time when I am keeping all of my promises and agreements made in the Mortgage, I will have the right to have the excess amount either promptly repaid to me as a direct refund or credited to my future monthly payments of Funds. There will be excess amounts if, at any time, the sum of (a) the amount of Funds which Lender is holding or keeping on deposit, plus (b) the amount of the monthly payments of Funds which I still must pay between that time and the due dates of taxes and insurance, is greater than the amount necessary to pay the taxes and insurance when they are due.

When I have paid all of the amounts due under the Note and under the Mortgage, Lender will promptly refund to me any Funds that are then being held or kept on deposit by Lender. If, under the provisions of the Mortgage, either Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding or has on deposit at that time to reduce the amount that I owe to Lender under the Note and under the Mortgage.

(F) Conflict in Loan Documents

In the event of conflict between any of the terms of the Mortgage and this Amendment, the terms of this Amendment shall apply. In the event of conflict between any of the terms of this Amendment and the Note, the terms of the Note shall apply.

By signing this Amendment I agree to all of the above.

−	Attention Ender State L					
STATE OF MLA. SHELBY CO. JOE THIS HALE AND THIS FILED	H. Lee Endicott Jr.					
H WAS PRICE MA	TAX 32.85 Martha & Endicott					
1083 JUL 21 121 4	1.00 Martha L. Endicott					
JUDGE OF PHOBATE	Its:					
STATE OF ALABAMA) COUNTY OF JEFFERSON)	a Notary Public in and for said County, in said State, hereby certify					
that H. Lee Endicott Jr. and wife, Martha L. Endicott , whose name(s) are						
Given under my hand and official seal this $-\frac{13t}{100}$	known to me, acknowledged before me on this day that, heing informed executed the same voluntarily on the day the same bears date. A day of July 19.83.					
My commission expires:						
STATE OF ALABAMA)	700000000000000000000000000000000000000					
COUNTY OF)						
	, a Notary Public in and for said County, in said State, hereby certify					
	, whose name as is signed to the foregoing conveyance,					
	nis day that, being informed of the contents of such conveyance,					
	ity, executed the same voluntarily for and as the act of said					
	day of, 19,					
My commission expires:						
	Notary Public					