

This instrument was prepared by

(Name) COURTNEY H. MASON, JR. 631
(Address) P.O. BOX 1007
ALABASTER, ALABAMA 35007

This Form furnished by:

Cahaba Title, Inc.
1970 Chandalar South Office Park
Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

MORTGAGE—**STATE OF ALABAMA****SHELBY COUNTY }****KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

Ray K. Burkholder and wife Wanda Burkholder

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

Dan L. Howard and wife, Patricia A. Howard

(hereinafter called "Mortgagee", whether one or more), in the sum
of **FOURTEEN THOUSAND FIVE HUNDRED AND NO/100TH** **Dollars**
(\$14,500.00), evidenced by **promissory note of even date.**

70
PAGE
435
BOOK
THIS mortgage paid in full and satisfied this
Date 12 day of Jan 1984
By Dan Lee & Patricia A. Howard
RE FILED VOL 34, 635 ATTY. IN F.A.C.T.

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,

Ray K. Burkholder and wife, Wanda Burkholder

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:**

A parcel of land in the South 1/2, Section 20, Township 22 South, Range 2 West, Shelby County, Alabama, described as follows: From the NW corner of the NW 1/4 of SE 1/4 of Section 20, run South 00 deg. 02 min. West for 276.2 feet; thence run South 77 deg. 52 min. West for 151.9 feet; thence run South 45 deg. 21 min. East for 35.9 feet to the point of intersection of the south margin of an unpaved public road and the easterly right of way line of County Road No. 63, the point of beginning of subject lot; from said point, run along the unpaved public road North 74 deg. 43 min. East for 131.7; continue along said road North 66 deg. 25 min. East for 114.9 feet; continue along said road North 60 deg. 31 min. East for 88.2 feet; thence run along a cable fence South 16 deg. 16 min. East for 32.2 feet to a corner post of a cemetery; thence run along a fence South 06 deg. 28 min. East for 98 feet; thence run North 85 deg. 32 min. West for 288 feet to a point on said right of way line of Co. Rd. No. 63; run thence in a northwesterly direction along said road R.O.W. line (a curve concave left for 40 feet, to the point of beginning; being situated in Shelby County, Alabama.)

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

The proceeds of this loan have been applied on the purchase price of the herein described property.

This mortgage obligation cannot be assumed without the express written consent of the mortgage holder. If the property which is the subject of this mortgage and note executed simultaneously herewith is transferred in any manner whatsoever, the mortgagee has the option to declare the entire balance of the indebtedness due and payable unless consent to the transfer is given in advance by the mortgagee.

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

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 Mortgagor 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

Ray K. Burkholder and wife, Wanda Burkholder

have hereunto set their signatures and seal, this 9th day of August, 1983

Ray K. Burkholder (SEAL)

RAY K. BURKHOLDER

Wanda Burkholder (SEAL)

WANDA BURKHOLDER

(SEAL)

(SEAL)

THE STATE of

James A. Sanderson
JUDGE OF PROBATE
SHELBY COUNTY

Ma Tax 21.75
Rec 3.00
Total 18.75

, a Notary Public in and for said County, in said State,

hereby certify that Ray K. Burkholder and wife, Wanda Burkholder

are

whose names are 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 9th day of August, 1983

Notary Public.

THE STATE of

COUNTY }

, a Notary Public in and for said County, in said State,

I,

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

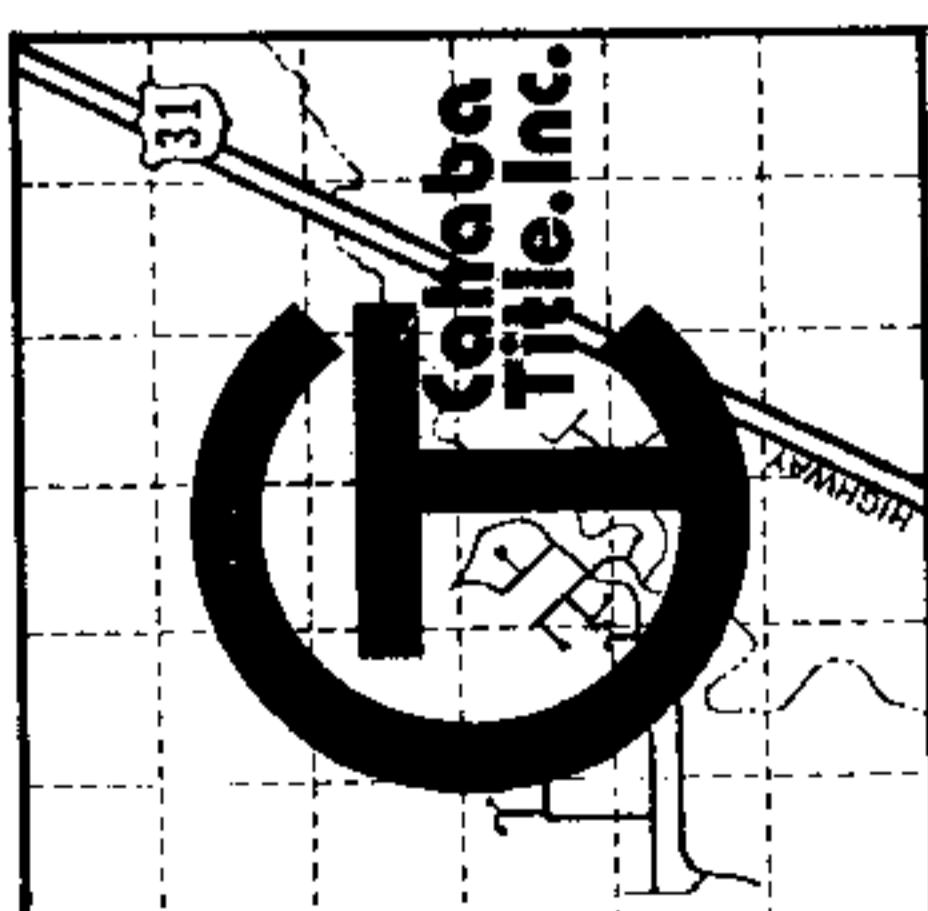
day of

, 19

Notary Public

TO

MORTGAGE DEED



Recording Fee \$
Deed Tax \$

This form furnished by

Cahaba Title, Inc.

1970 Chandalor South Office Park

Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation
Telephone 205-663-1130