

This instrument was prepared by

(Name) WALLACE, ELLIS, HEAD & FOWLER

(Address) COLUMBIANA, ALABAMA 35051

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Gordon Cleage and wife, Von Dell Cleage

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

George Bentley

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

of Twelve thousand and no/100 _____ Dollars (\$12,000.00), evidenced by promissory note of this date in the amount of Twelve thousand and no/100 (\$12,000.00) Dollars together with interest at the rate of 12% per annum, payable in quarterly installments of \$600.00 each plus the accrued interest at the rate of 12% on the unpaid balance of the principal indebtedness. The first of said installments shall be due and payable January 1, 1984, the second installment being due April 1, 1984, the third installment being due July 1, 1984, the fourth installment being due October 1, 1984, and quarterly thereafter until said sum with interest is paid in full. The mortgagors shall not have the right to prepay more than 29% of the outstanding principal indebtedness in any one year unless the total and entire balance of the principal indebtedness is paid in that year. The mortgagors shall have the right of prepayment as stated above without penalty, but the mortgagors shall pay the accrued interest to the date of prepayment.

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,

Gordon Cleage and wife, Von Dell Cleage

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:

Begin at the Northeast Corner of Lot 1 of the 1974 Addition to Shelby Shores, Phase II, as recorded in Map Book 6, page 33, Probate Office, Shelby County, being a point on the West Right-of-way line of Fowler Lane; thence run in a Northeasterly direction along said R.O.W. along a curve to the left (Concave Northwesterly and radius = 336.60') for an arc distance of 111.62 feet; thence continue along said right-of-way along a tangent section for 124.92 feet; thence turn an angle of 67 deg. 45 min. 36 sec. left and run 83.55 feet; thence run along a curve to the right (concave Northeasterly and radius = 814.06') for an arc distance of 104.35 feet; thence run along a tangent section for 179.52 feet; thence turn an angle of 133 deg. 23 min. 34 sec. left and run 202.01 feet; thence turn an angle of 38 deg. 40 min. right and run 52.46 feet; thence turn an angle of 85 deg. 53 min. 03 sec. left and run 323.20 feet to the point of beginning. Said parcel of land is located in the NE 1/4 of SE 1/4, Section 7, Township 22 South, Range 2 East. Excepted from said parcel is any and all portions of lands that lie below the datum plane of 397 feet above mean sea level as established by the USC & G Survey. Said parcel is also subject to a flood right up to the datum plane of 398 feet above mean sea level. The property as described on Exhibit "A" as attached hereto and incorporated by reference, is also mortgaged by mortgagors to mortgagee. SUBJECT TO THE FOLLOWING:

1. Taxes for 1983.
2. Transmission line permits to Alabama Power Company recorded in Deed Book 225, Page 453, Deed Book 225, Page 918, and Deed Book 225, page 921, in the Office of the Judge of Probate of Shelby County, Alabama.
3. Conveyances to Alabama Power Company recorded in Deed Book 253, Page 116, and Deed Book 253, Page 120, in the Office of the Judge of Probate of Shelby County, Alabama.
4. Restrictions recorded of record in Deed Book 223, Page 9, and Deed Book 340, page 809, in the office of the Judge of Probate of Shelby County, Alabama.
5. Covenants and restrictions applicable to Map of Shelby Shores recorded in Map Book 4, page 75, in the office of the Judge of Probate of Shelby County, Alabama.
6. Restrictions as contained in the deed from mortgagee and spouse to the mortgagors.
 - (a) No residence of less than 900 square feet of heated area shall be erected or constructed on the hereinabove described property.
 - (b) The hereinabove described property may not be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings.
 - (c) The restrictions as stated above in subparagraphs (a) and (b) shall apply to the mortgagors, their heirs, successors and assigns.

THIS IS A PURCHASE MONEY MORTGAGE.

Return to us

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

BOOK 438 PAGE 122

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

Gordon Cleage and wife, Von Dell Cleage

have hereunto set OUR signature S and seal, this 21st day of October, 1983.

Gordon Cleage (SEAL)
Gordon Cleage
Von Dell Cleage (SEAL)
Von Dell Cleage (SEAL)
(SEAL)

THE STATE of Alabama }
Shelby COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gordon Cleage, husband of Von Dell Cleage

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 21st day of October, 1983.

Conrad M. Foster Notary Public.

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

THE STATE OF ALABAMA
JEFFERSON COUNTY

Notary Public

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Von Dell Cleage, wife of Gordon Cleage, 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, she executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 21st day of October, 1983.

MORTGAGE DEED

Conrad M. Foster
Notary Public

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama

BOOK 438 PAGE 123

Return to:

TO

EXHIBIT "A"

A parcel of land containing 1.66 acres, more or less, located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7, Township 22 South, Range 2 East, Shelby County, Alabama, described as follows:

Begin at the NE corner of Lot 1 of the 1974 Addition to Shelby Shores, Phase II, as recorded in Map Book 6, Page 33, in the Office of the Judge of Probate, Shelby County, Alabama; said point being on the Westerly right-of-way of Fowler Lane and also on a curve to the left having a central angle of 19° 00' 00" and a radius of 336.60 feet;

Thence run Northwesterly along the arc of said curve a distance of 111.62 feet to the P.T. of said curve;

Thence continue along said right-of-way a distance of 135.65 feet to the Southerly right-of-way of River Road;

Thence turn left 67° 45' 32" along said River Road right-of-way a distance of 79.47 feet to the P.C. of a curve to the right having a central angle of 07° 20' 40" and a radius of 804.06 feet;

Thence along arc of said curve a distance of 103.07 feet to the P.T. of said curve;

Thence continue along said right-of-way a distance of 188.98 feet;

Thence turn left 133° 23' 34" leaving said right-of-way a distance of 215.77 feet;

Thence turn right 38° 40' 00" a distance of 52.46 feet;

Thence turn left 85° 53' 44" a distance of 323.18 feet to the point of beginning.

Excepted from said parcel is any and all portions of lands that lie below the datum plane of 397 feet above mean sea level as established by the USC & G Survey. Said parcel is also subject to a flood right up to the datum plane of 398 feet above mean sea level.

SIGNED FOR IDENTIFICATION:

Gordon Cleage
Gordon Cleage

Von Dell Cleage
Von Dell Cleage

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
RETURN WAS FILED
1983 OCT 21 PM 2:09

Thomas A. Shumaker, Jr.
JUDGE OF PROBATE

Mtg TAX 18.00
Fee 4.50
Ind 1.00
23.50