

REAL ESTATE MORTGAGE

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STATE OF ALABAMA, County of Jefferson

This Mortgage made and entered into on this the 29th day of February, 1984, by and between the undersigned, Michael Henry Carter a/k/a
Michael H. Carter and wife Bobbie Sue Carter, hereinafter called Mortgagors, and Associates Financial Services Company of Alabama, Inc., a corporation organized and existing under the laws of the State of Alabama, hereinafter called "Corporation";

WITNESSETH: WHEREAS, Mortgagors are justly indebted to Corporation in the sum of One hundred Seventy Nine
Thousand, Seven Hundred Ninty Dollars and Eighty Seven cents-----Dollars (\$179,790.87)),

as evidenced by a loan agreement of even date herewith. Principal Amount \$ 54,500.00

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of \$1.00 to the Mortgagors, cash in hand paid, the receipt of which is hereby acknowledged and for the purpose of securing the payment of the above-described promissory note and the payment and performance of all the covenants and agreements hereinafter stated, the Mortgagors do hereby grant, bargain, sell and convey unto Corporation that

property situated in the County of Shelby, State of Alabama, described as follows, to wit:

Parcel 1:

Part of the Southeast Quarter of Northeast Quarter of Section 13, Township 20 South, Range 4 West, more particularly described as follows:

Begin at the Southeast corner of the Southeast Quarter of Northeast Quarter of Section 13, Township 20 South, Range 4 West, thence run North along the East line of said Southeast Quarter of Northeast Quarter a distance of 20.0 feet for point of beginning; turn left an angle of 91 degrees 14 minutes a distance of 91.32 feet to the East right of way boundary of Bessemer-Helena Road; turn right an angle of 69 degrees 03 minutes a distance of 78.5 feet along said right of way turn left an angle of 7 degrees 49 minutes a distance of 100 feet along said right of way; turn right an angle of 113 degrees 53 minutes 30 seconds a distance of 171.80 feet to East line of said Southeast Quarter of Northeast Quarter; turn right an angle of 96 degrees 06 minutes 30 seconds a distance of 175.33 feet to the point of beginning.

Mineral and mining rights excepted.

Situated in Shelby County, Alabama.

Parcel 11:

A part of the Southeast Quarter of the Northeast Quarter of Section 13, Township 20 South, Range 4 West, more particularly described as follows: Commence at the southeast corner of the Southeast Quarter of the Northeast Quarter of Section 13, Township 20 South, Range 4 West; thence run North along the East line of said Quarter-Quarter section 195.33 feet to the point of beginning; thence continue along last described course 126.00 feet; thence turn left 105 degrees 44 minutes and run southwesterly-241.36 feet to a point on the easterly right of way line of a county road; thence turn left 112 degrees, 13 minutes and run southeasterly along said right of way 100.00 feet; thence turn left 58 degrees 09 minutes 30 seconds and run easterly 171.80 feet to the point of beginning.

Mineral and mining rights excepted.

Situated in Shelby County, Alabama.

Michael H. Carter and Michael Henry Carter are one and the same person

The Attached Call Option Provision is Part of This Mortgage Deed of Trust or Deed to Secure Debt.

TO HAVE AND TO HOLD the above described property, together with all and singular, the rights, privileges, tenements, appurtenances and improvements unto said Corporation, its successors and assigns forever. And Mortgagors do hereby warrant, covenant, and represent unto Corporation, its successors and assigns, that they are lawfully seized of the above described property in fee, have a good and lawful right to sell and convey said property, and shall forever defend the title to said property against the lawful claims and demands of all persons whomsoever, and that said real property is free and clear from all encumbrances except

NONE

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It is specifically agreed that time is of the essence of this contract and that no delay in enforcing any obligation hereunder or of the obligations secured hereby shall at any time hereafter be held to be a waiver of the terms hereof or of any of the instruments secured hereby.

If less than two join in the execution hereof as Mortgagors, or may be of the feminine sex, the pronouns and related words herein shall be read as if written in singular or feminine respectively.

The covenants herein contained shall bind, and the benefits and advantages inured to, the respective heirs, successors and assigns of the parties named.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands and seals this the day and date first above written.

Michael H. Carter a/k/a Michael Henry Carter (SEAL)
Michael H. Carter a/k/a Michael Henry Carter
Bobbie Sue Carter (SEAL)
Bobbie Sue Carter

STATE OF ALABAMA }
County of Jefferson

I, the undersigned authority, a Notary Public in and for said County and State aforesaid, hereby certify that _____
Michael Henry Carter a/k/a
Michael H. Carter and wife Bobbie Sue Carter

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 date the same bears date.

Given under my hand and official seal this 29th day of February, 1984.

My Commission Expires February 3, 1986
My commission expires _____ B. Earl Parker
Notary Public

STATE OF ALABAMA }
County of _____

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

_____, whose name as _____ of the

_____, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the 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 this the _____ day of _____, 19____.

My commission expires _____
Notary Public

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ATTACHMENT
TO
MORTGAGE, DEED OF TRUST OR DEED TO SECURE DEBT

Dated 2.29, 1984

CALL OPTION — The Lender has the option to demand that the balance due on the loan secured by this mortgage, deed of trust or deed to secure debt be paid in full on the third anniversary date of the loan date of the loan and annually on each subsequent anniversary date. If this option is exercised, Borrower(s) (mortgagor or grantor) will be given written notice of the election at least 90 days before payment in full is due. If payment is not made when due, Lender (mortgagee or grantee or beneficiary) has the right to exercise any remedies permitted under this mortgage, deed of trust, or deed to secure debt.

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

1984 MAR -2 AM 8:45

F. Thomas A. Swainson, Jr.
JUDGE OF PROBATE

Mtg. Tax - 81 75
Rec 6 00
Int 1 00
88 75