

The State of Alabama,

Shelby

County

Know all men by these Presents, That for and in consideration of My indebtedness to Donald C. Lackey

in the sum of Eight-thousand, three-hundred and no/100 Dollars,
due by promissory note, bearing
date June 7,, 19 83, and payable on demand, 19

Now to secure the punctual
payment of said indebtedness I the said James W. Lackey

Donald C. Lackey

do hereby grant, bargain, sell and convey to the said the following property, to-wit:

A parcel of land situated in the south 10 acres of the north 20 acres of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of section 29, Township 19, South, Range 2 East. Commence at the SW corner of the above said quarter-quarter and in an easterly direction along the south line of said quarter-quarter run a distance of 1240.8 feet; thence turn an angle of 90 deg. 24' to the left for a distance of 890.66 feet, to the point of beginning; thence continue along the same said course for a distance of 100.0 feet; thence turn an angle of 89 deg. 36' to the left for a distance of 400.0 feet; thence turn an angle of 90 deg. 24' to the left for a distance of 100.0 feet; thence turn an angle of 89 deg. 36' to the left for a distance of 400.0 feet to the point of beginning. And appurtenances.

This is a third mortgage junior and subordinate to a first mortgage given City Federal Savings & Loan Assn dated January 11, 1963 in the original amount of \$8,000.00, and a second mortgage given Donald C. Lackey dated March 20, 1979 in the original amount of \$3,000.00.

warranted free from all incumbrances and against any adverse claims.

Upon condition, however, that if I pay said indebtedness plus interest to the said Donald C. Lackey or his assigns, with interest, this Deed to be void, but if I fail to pay said indebtedness in whole or in part, at maturity, said Donald C. Lackey or his agents or assigns, are authorized to take possession of said property, and after giving 30 days notice by publication in local news paper,

to sell the same at auction, to the highest bidder, for cash in front of the court house door in said county and the proceeds to devote to the paying—first, the expense of advertising, and selling, and the payment of a reasonable attorney's fee for foreclosing this mortgage; and second, the amount with interest that may be due on said note and the surplus, if any, be turned over to the undersigned. And the mortgagee, or assigns, authorized to bid and become the purchaser at such sale.

Witness my hand and seal this 7th day of June, 19 83.

Subscribing Witness:

Danny M. Wright James W. Lackey (L. S.)
(L. S.)

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The State of Alabama,

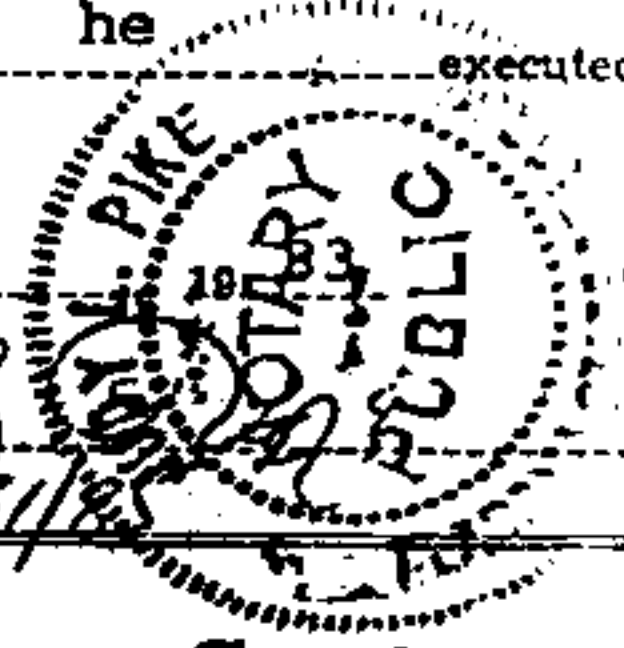
Shelby

County

I, Judy Pike, a Notary Public In and for said County and State
hereby certify that James W. Lackey
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, this the 7th day of June

My commission expires 8/31/85



The State of Alabama,

County

I, _____ in and for said County and State
aforesaid, do hereby certify that on the _____ day of _____, 19____
came before me the within named _____, known (or made known)
to me to be the wife of the within named _____, who being examined
separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed
the same of her own free will and accord, without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand, this the _____ day of _____, 19____

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

1984 APR -4 PM 12:18

Thomas P. Landon, Jr.
JUDGE OF PROBATE

Ala TAX 12.45
Rec 3.00
Jud 1.00
16.45

THE STATE OF ALABAMA

COUNTY

MORTGAGE

The State of Alabama, County _____

I, _____ Judge of
Probate for said county, hereby certify that the fol-
lowing Privilege Tax has been paid on the within
instrument as required by Acts 1902 and 1903.

viz: \$ _____ cents

Judge of Probate

The State of Alabama, County _____

OFFICE OF PROBATE JUDGE

I, _____ Judge of

Probate, hereby certify that the within conveyance

was filed in this office for record on the _____ day

of _____, 19____, at _____

o'clock _____ M., and duly recorded in book

_____ of Mortgage, page _____ and examined.

Judge of Probate

Recording Fee \$ _____

\$8,300.00

Harpersville
JASPER, ALABAMA

June 7, 1983, 1983

DATE, WITHOUT GRACE, I _____ PROMISE TO
PAY TO THE ORDER OF Donald C. Lackey
Eight thousand, three hundred and no/100 DOLLARS
FOR VALUE RECEIVED, IN GOLD COIN OF THE UNITED STATES OF THE PRESENT STANDARD OF WEIGHT AND FINENESS, WITH INTEREST
FROM June 7, 1983 UNTIL PAID Bearing interest at 8%
PAYABLE AT Jasper, Alabama

The parties to this instrument, whether maker, endorser, surety or grantor, each, for himself, hereby severally waive as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama as to personal property, and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

No. _____ P. O. _____

ATTEST _____

James W. Lackey