

This instrument was prepared by

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(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,

George T. Bentley

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

✓ Jane Fowler Carter

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

of Twenty-five thousand and no/100 _____ Dollars
(\$ 25,000.00), evidenced by promissory note of this date in said amount bearing interest
at the rate of 12% per annum and being payable at the rate of Three Hundred and 05/100
(\$300.05) Dollars per month, the first payment being due and payable May 1, 1984, and
said payments being due and payable on the first day of each month thereafter for
the following 179 consecutive months.

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,

George T. Bentley

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:

Beginning at a point on the East side of North Main Street, which point is 185 1/2 feet
North of the point of intersection of the North line of East College Street with the
East line of Main Street, measured along the east line of said Main Street; run thence
East and perpendicular to Main Street a distance of 212 feet, more or less, to the
West line of the lot sold by Harry Gordon to N. T. Atchison and quit claimed by George M.
Horn, et al to N. T. Atchison as shown by Deed Book 179, page 230 in Probate Office of
Shelby County, Alabama; run thence north along the west line of said Atchison lot
25 feet; run thence west and perpendicular to said Main Street a distance of 212 feet,
more or less, to the east margin of said Main Street; run thence South along the East
margin of said Main Street a distance of 25 feet to the point of beginning.

—There is excepted from this conveyance an easement or right-of-way 15 feet in width
across the lot herein conveyed, in rear of building now situated on said lot, the west
line of said right of way not to be more than 60 feet east from the East margin of
Main Street.

There is excepted a 10 foot right of way across the east end of the above described lot.

It is also understood and agreed that the north and south walls of the building now
situated on said lot shall be a party wall between the parties herein and adjoining land
owners and each shall own an undivided interest in the same.

THIS IS A PURCHASE MONEY MORTGAGE.

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

George T. Bentley

have hereunto set my signature and seal, this 1st day of May, 19 84

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

1984 MAY -1 PM 12:44

George T. Bentley (SEAL)
George T. Bentley (SEAL)
(SEAL)
(SEAL)

THE STATE of Alabama }
SHELBY COUNTY }
JUDGE OF PROBATE

I, the undersigned
hereby certify that George T. Bentley

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

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 1st day of May

THE STATE of }
COUNTY }

I,
hereby certify that

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

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

Will Walton, Notary Public

Return to:

MORTGAGE DEED

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

Birmingham, Alabama