

This instrument was prepared by

(Name) John J. Smith

(Address) 1111 John Hand Building
Birmingham, Alabama 35203



Jefferson Land Title Services Co., Inc.

318 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8020
BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Mississippi Valley Title Insurance Company

MORTGAGE-

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

James A. Hairston and Margaret B. Hairston, his wife

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

Carleen Embry

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

of Ten Thousand and no/100 -----Dollars
(\$ 10,000.00), evidenced by note bearing even date herewith and at the interest rate and on the terms
and conditions as stated in said promissory note.

BOOK 448 PAGE 172

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,

James A. Hairston and Margaret B. Hairston, his wife

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:

PARCEL I: Begin at the Southeast corner of Block "H" and the Southwest corner of Third Street, Vincent, Alabama, as recorded in Map Book 3, Page 51 in the Judge of Probate Office, Columbiana, Alabama, thence run in a Northeasterly direction along the line of Block "H" and Third Street, a distance of 31.67 feet; thence turn an angle of 55 deg. 47 min. to the right and run a distance of 43.67 feet; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 52.93 feet; thence turn an angle of 124 deg. 13 min. to the right, and run a distance of 67.25 feet; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 100.00 feet to the right of way of the Central of Georgia Railroad and the line of Lot 6, Block "F"; thence turn an angle of 90 deg. 00 min. to the right and run along said Railroad R/W a distance of 73.60 feet to the point of beginning.

PARCEL II: Begin at the Southeast corner of Block "H" and the Southwest corner of Third Street, Map of Vincent, Alabama, as recorded in Map Book 3, Page 51, in the Judge of Probate office, Columbiana, Alabama, thence run in a Northeasterly direction along the line of Block "H" and Third Street, a distance of 31.67 feet; thence turn an angle of 124 deg. 13 min. to the left and run a distance of 56.32 feet, to the right of way of the Central of Georgia Railroad; thence turn an angle of 145 deg. 47 min. to the left and run along said Railroad R/W, a distance of 46.57 feet to the point of beginning.

Mineral and mining rights excepted.

Subject to taxes due in Shelby County, Alabama, for the year 1984 and thereafter, which mortgagors assume and agree to pay.

This is a purchase money mortgage.

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

BOOK 448 PAGE 173

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

James B. Hairston and Margaret B. Hairston, his wife

have hereunto set their signatures and seal, this 4th day of May, 1984.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1984 MAY -7 AM 10:08

James A. Hairston (SEAL)
James A. Hairston
Margaret B. Hairston (SEAL)
Margaret B. Hairston
(SEAL)
(SEAL)

THE STATE of ALABAMA }
JEFFERSON COUNTY }
JUDGE OF PROBATE

Mo TAX 15.00
Fee 3.00
Fees 1.00
Total 19.00

I, *Carol Hodges Hazel*, undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James A. Hairston and Margaret B. Hairston, his wife, 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 4th day of May, 1984.

THE STATE of ALABAMA }
JEFFERSON COUNTY }
My Commission Expires 7/27/84

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 _____

_____, Notary Public

Return to: John J. Smith
Smith & Smith, Attorneys
1111 John Hand Building
Birmingham, Alabama 35203
James A. Hairston and
Margaret B. Hairston, his wife
TO
Carleen Embry

MORTGAGE DEED



Recording Fee \$
Deed Tax \$

This form furnished by

Jefferson Land Title Services Co., Inc.
216 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-3078
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company