

(Name) John E. Medaris, Attorney at Law

(Address) P. O. Box 766, Alabaster, Alabama 35007

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,

Wilson B. Johnson and Barbara C. Johnson

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

Dale Vernon and Vicki R. Vernon

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

of One Thousand and No/100 ----- Dollars
(\$ 1,000.00), evidenced by Promissory Note of even date bearing interest at the rate of
14.25 percent per annum and due and payable in 12 monthly installments of Eighty
Nine and 91/100 Dollars (\$89.91) per month, commencing June 15, 1984, and due and
payable each month thereafter until paid in full.

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,

Wilson B. Johnson and Barbara C. Johnson

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:

Part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21, Township 22 South, Range 3 West, described
as follows: From the Southwest corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 21,
Township 22 South, Range 3 West, go East along the South line of the said $\frac{1}{4}$ - $\frac{1}{4}$ section
for a distance of 40.5 feet to the point of beginning; thence North parallel to the
West line of the said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 110 feet; thence East parallel with
the South line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ for a distance of 109.5 feet; thence South
parallel with the said West line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ for a distance of 110 feet to
the South line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence West along the said South line for a
distance of 109.5 feet to the point of beginning; being situated in the Town of
Montevallo, Shelby County, Alabama. Also a parcel of land described as follows:
Beginning at the Northwest corner of Lot No. 1, Block No. 1, as per map of Arden Sub-
division in the City of Montevallo, Alabama, recorded in Map Book 3, Page 64, in the
Office of the Judge of Probate, Shelby County, Alabama; thence run North 6 deg. 20 min.
West 35.50 feet to the North boundary line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 21;
run thence North 84 deg. 27 min. East along said boundary line a distance of 158.28 feet;
run thence South 5 deg. 02 min. East 41 feet more or less to the Northeast corner of
said Lot No. 1; run thence West along the North boundary line of said Lot No. 1 a
distance of 158.28 feet to the point of beginning; being situated in Shelby County,
Alabama.

The proceeds of this loan were applied to the consideration recited in the Deed executed
simultaneously herewith.

SUBJECT TO: (1) Taxes for the year 1984, a lien, but not due and payable until
October 1, 1984. (2) Rights of way and easements of record.

MORTGAGORS' ADDRESS: 95 Ashville Road, Montevallo, AL 35115

MORTGAGEES' ADDRESS: 2603 Chaddaporn Dr., Pelham, AL 35124

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BOOK 164- (6-15-84) pp. 164-165

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

have hereunto set THEIR signature and seal, this

STATE OF ALA. SHELBY CO.

I CERTIFY THIS INSTRUMENT WAS FILED

MTG TAX 150
Rec 3.00
Jud 1.00
5.80

1984 MAY 17 AM 8:47

15 day of May, 19 84

Wilson B. Johnson (SEAL)

Barbara C. Johnson (SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA

SHELBY

COUNTY

the undersigned

Wilson B. Johnson and Barbara C. Johnson

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

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 15th day of May, 1984

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

Notary Public

Return to:

TO

MORTGAGE DEED

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

Birmingham, Alabama