

(Name) William Dowsing Davis, III, Attorney at Law

(Address) 312 North 18th Street, Bessemer, AL 35020

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Lay Port, Inc.

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

Linwood Lewis and Kathryn Lewis, joint with right of survivorship

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

of Forty Five Thousand and no/100----- Dollars
(\$ 45,000.00), evidenced by promissory note executed simultaneously herewith and payable
in monthly installments of \$487.10 commencing on the 15th day of April, 1982 and a
like or similar installment on the same day of each succeeding month thereafter
until the entire principal and interest are fully paid, said installments to be
applied first to interest then due and the balance, if any, to be applied on the
principal.

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, Anelda Jean Lewis and Emily H.
Safford

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:

A lot or parcel of land lying and being situated in the NE 1/4 of the SE 1/4, Section 34,
Township 24 North, Range 15 East, Shelby County, Alabama, described as follows: From the
Northeast corner of said 1/4-1/4 Section, run West along the North 1/4-1/4 line for 298.14
feet to the point of beginning of subject parcel of land; from said point thus established,
deflect left 120 degrees and 26 minutes and run for 292.02 feet; thence deflect right 90
degrees and 19 minutes and run 164.1 feet; thence deflect right 28 degrees and 10 minutes
and run 123.47 feet; thence deflect right 39 degrees and 47 minutes and run 128.76 feet;
thence deflect right 46 degrees and 40 minutes and run 10 feet; thence deflect left 90
degrees and 00 minutes and run 7.16 feet to the high water mark on a slough; thence run
Northerly along the meander line of said slough for 283.47 feet, more or less, to a point
directly in line with the center of a concrete underdrain pipe; thence from the last chord
bearing, deflect right 84 degrees and 10 minutes and run 15 feet to a point on the North
1/4-1/4 line; run thence East along the North 1/4-1/4 line for 285.73 feet, and back to
the point of beginning, and containing 2.43 acres more or less.

Subject to easements and rights of way of record.

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

3701 - BEBEE Print dr.
Theodore, Ala.

36582

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 Anelda Jean Lewis and Emily H. Safford

have hereunto set their signatures and seal, this

day of , 19

Anelda Jean Lewis (SEAL)
Emily H. Safford (SEAL)
(SEAL)
(SEAL)

NOTARY PUBLIC
STATE OF ALABAMA
CORRECTING MTC. 419-839
1984 MAY 29 AM 10:39

THE STATE of ALABAMA
SHELBY

COUNTY

Rec. 300
Ind. 100
400

I, a Notary Public in and for said County, in said State,
hereby certify that Anelda Jean Lewis and Emily H. Safford

whose names are 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 executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 29th day of May, 1984
Notary Public.

THE STATE of Alabama

I, Pam Pearce Shelby COUNTY

hereby certify that Anelda Jean Lewis and Emily H. Safford, a Notary Public in and for said County, in said State,

whose name as Lay Post 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 May 29, 1984
Pam Pearce, Notary Public

Return to:

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203