This instru[redacted]s prepared by [redacted] 6 [redacted]

(Name) Wade H. Morton, Jr., Attorney at Law

(Address) Post Office Box 1227, Columbiana, Alabama 35051-1227

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY SHELBY } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

NAEEM-UD-DIN-CHOUDHRI, a married man,

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

T. L. HARMON, SR. or ROSALIE S. HARMON

(hereinafter called "Mortgagee", whether one or more), in the sum of FIFTY-NINE THOUSAND and No/100-- Dollars ($59,000.00), evidenced by a promissory note of even date repayable according to the terms and at the rate of interest statedtherein.

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And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof, and any extensions or renewals of the same or any portion thereof and also to secure any and all indebtedness or obligations, direct or contingent, now existing or hereafter owed or due by Mortgagor to Mortgagees or either of them.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

NAEEM-UD-DIN-CHOUDHRI, a married man,

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:

See attached Schedule "A" for legal description of real estate.

SUBJECT only to the following liens, encumbrances, limitations and restrictions:

1. Mortgage by Donald Ray Roberson and wife, Betty H. Roberson, to H. S. Bristow, Sr. and Estelle Bristow dated March 13, 1972 and recorded in Mortgage Book 321, at Page 469, in the Office of the Judge of Probate of Shelby County, securing an initial principal sum of $63,000.00, on which the present unpaid balance is $24,499.71 and which the Mortgagee herein, namely, T. L. Harmon, Sr. and Rosalie S. Harmon, are solely responsible for paying in full according to the terms of said mortgage or whenever the Mortgagor herein, namely, Naeem-Ud-Din-Choudhri, pays in full this purchase money mortgage.

2. Easement for sewer line to City of Columbiana as shown by instrument recorded in Deed Book 156, at Page 445, in said Probate Records.

3. Existing zoning classification and flood plain.

Privilege to prepay the indebtedness secured by this mortgage, in whole or in part, is reserved to the Mortgagor without penalty, accrued interest being due and payable only on the unpaid principal balance to the date of prepayment and thereafter interest shall be due and payable only on the unpaid principal balance.

This is a purchase money mortgage securing part of the purchase price for the above described real estate conveyed to Mortgagor by the Mortgagees simultaneously herewith.

The above described real estate is not part of the homestead of the Mortgagor and, therefore, his wife has not joined in this conveyance.

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

Return to: Wade Morton

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.

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IN WITNESS WHEREOF the undersigned

NAEEM-UD-DIN-CHOUDHRI, has

~~have~~ hereunto set *his* signature and seal, this 27 day of *June* , 19 *84*.

Chaudh[illegible] (SEAL)

(SEAL)

Naeem-Ud-Din-Choudhri (SEAL)

(SEAL)

THE STATE of *ALABAMA*

SHELBY COUNTY

I, *the undersigned* , a Notary Public in and for said County, in said State, hereby certify that *Naeem-Ud-Din-Choudhri*,

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 27 day of *June* 19 84.

[illegible], 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

SCHEDULE "A"

REAL ESTATE DESCRIPTION

Commencing at the Northeast corner of the NE¼ of the SE¼ of Section 26, Township 21, Range 1 West, Shelby County, Ala., and thence run South 1 deg. 00 min. East along Section line a distance of 12.0 feet to a 6" x 6" concrete post; thence South 85 deg. 00 min. West a distance of 664.27 feet to an iron pin at the NE corner of F. E. Williams lot; thence North 82 deg. 10 min. West a distance of 126.84 feet to point of beginning; thence North 21 deg. 13 min. East along West R/O/W line of Ala. Highway 25 a distance of 83.21 feet to an iron pin; thence North 1 deg. 09 min. West along West side of Mill Street 103.53 feet to the SE corner of the lot formerly known as Wilton Roper lot; thence South 85 deg. 02 min. West a distance of 197.79 feet to an iron pin on East R/O/W of L & N Railroad; thence along said Railroad R/O/W South 24 deg. 44 min. East a distance of 222.57 feet to center of Town Branch; thence East along the center of Town Branch to the West R/O/W line of Highway No. 25; thence along same North 21 deg. 13 min. East 11 feet to point of beginning;

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Also commencing at the Northeast corner of the NE¼ of the SE¼ of Section 26, Township 21, Range 1 West, Shelby County, Ala., and thence run South 1 deg. 00 min. East along Section line a distance of 12.0 feet to a 6" x 6" concrete post; thence South 85 deg. 00 min. West a distance of 664.27 feet to an iron pin at the Northeast corner of F. E. Williams lot; thence North 82 deg. 10 min. West a distance of 126.84 feet; thence North 21 deg. 13 min. East along the West R/O/W line of Ala. Highway 25 a distance of 83.21 feet to an iron pin; thence North 1 deg. 09 min. West along the West side of Mill Street 103.53 feet to the point of beginning; thence South 85 deg. 02 min. West along the L. O. Brown lot a distance of 50 feet; thence North 1 deg. 09 min. West and parallel with the West boundary of Mill Street a distance of 87 feet, more or less, to the South line of Valley Mills property; thence along same North 85 Deg. 02 min. East a distance of 50 feet to the West line of Mill Street; thence South 1 deg. 09 min. East and parallel to Mill Street 87 feet, more or less, to the point of beginning.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INST...
1984 JUN -1 PM 4:31
JUDGE OF PROBATE

SIGNED FOR IDENTIFICATION

Naeem-Ud-Din-Choudhri

Mtg. tax 88.50
Rec 4.50
Ind 1.00
94.00