This Instrument Prepared By:
DANIEL M. SPITLER
Attorney at Law
108 Chandalar Drive
Pelham, Alabama 35124

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VALUE: Shelby County - $75,000.00

VALUE: Jefferson County - $75,000.00

8/2/84
new mortgage

MORTGAGE

STATE OF ALABAMA)
) KNOW ALL MEN BY THESE PRESENTS:
SHELBY COUNTY)

That, Whereas,

PHILIP D. WALTON and wife, JANE C. WALTON

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

VICTOR SCOTT and CHARLENE H. SCOTT

(hereinafter called "Mortgagee", whether one or more), in the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00), evidenced by two promissory notes, each in the amount of Seventy Five Thousand Dollars ($75,000.00), totaling One Hundred Fifty Thousand Dollars ($150,000.00), and each of said notes dated May 31, 1983. Mortgagors have previously secured these notes with mortgages on other real property, which said mortgages are recorded in Book 2344, page 37 and Book 2344, page 39, in the Probate Office of Jefferson County, Alabama. Mortgagors have ask Mortgagee to release the other property and substitute as security the property included in this Mortgage. The consideration for this Mortgage is the release of the property secured in the aforesaid mortgages and payment of One Dollar ($1.00) in hand paid by Mortgagee herein to Mortgagors herein, the receipt and sufficiency of which is herewith acknowledged.

NOW, THEREFORE, in consideration of the premises, said Mortgagors, and all others executing this Mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby and Jefferson Counties, State of Alabama, to-wit:

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> Part of the S 1/2 of the NE 1/4 of Section 21, Township 22 South, Range 3 West, being more particularly described as follows: Beginning at the Southwest corner of the SE 1/4 of the NE 1/4 of said Section, as shown on the recorded plat of Apache Village First Sector recorded in Map Book 6, Page 95 in the Probate Office of Shelby County, Alabama; run thence in an easterly driection along the South line of said Apache Village First Sector or the North line of Lot 13, Block 1 Arden Subdivision, as recorded in Map Book 3, Page 64 in the Probate Office of Shelby County, Alabama, and its easterly extension thereof for a distance of 101.28 feet to an existing iron pin; thence turn an angle to the left of 89 deg. 00 min. and run in a northerly direction along the West right-of-way line of Shoshone Drive for a distance of 96.56 feet to the point of beginning of a curve, said curve being concave in a southwesterly direction, having a central angle of 91 deg. 00 min. and a radius of 25.00 feet; thence turn an angle to the left and run along said curve for a distance of 39.71 feet to the point of ending of said curve and being on the south right-of-way line of Apache Trail; thence run in a Westerly direction along a straight line being the South right-of-way line of said Apache Trail and a straight line extension for a distance of 606.33 feet; thence turn an angle to the left of 84 deg. 47 min. and run in a southwesterly direction for a distance of 122.49 feet to a point on the south line of Apache Village First Sector or the North line of Block 1, Arden Subdivision; thence turn an angle to the left and run in an easterly direction along the North line of said Block 1, Arden Subdivision, for a distance of 539.50 feet, more or less to the point of beginning; being situated in Shelby County, Alabama.

Dan Spitler

Also a part of the S 1/2 of the NE 1/4 of Section 21, Township 22 South, Range 3 West, being more particularly described as follows: From the intersection of Overland Road and Shoshone Drive run South 0 deg. 52 min. West along the center line of Shoshone Drive 49.96 feet; thence North 89 deg. 08 min. West for 25 feet to the West boundary of Shoshone Drive; thence South 0 deg. 52 min. West along this boundary 195.54 feet to the beginning of a curve to the right having a central angle of 90 deg. 00 min., and a radius of 25.00 feet and being concave in a northwesterly direction, said point being the point of beginning; thence along this curve 39.27 feet; thence North 89 deg. 08 min. West for a distance of 580.90 feet; thence turn an angle to the left of 85 deg. 55 min. and run in a southerly direction along the East right-of-way line of Apache Trail, as shown on the recorded plat of Apache Village First Sector, as recorded in Map Book 6, Page 95 in the Office of the Judge of Probate of Shelby County, Alabama, for a distance of 227.41 feet to the point of beginning of a curve, said curve being concave in a northeasterly direction, having a central angle of 95 deg. 05 min. and a radius of 65.00 feet; thence run along the arc of said curve for a distance of 107.87 feet to the end of said curve and being on the North right-of-way line of said Apache Trail; thence run in an easterly direction along the North right-of-way of said Apache Trail, as shown on said plat of Apache Village First Sector for a distance of 531.64 feet to the point of beginning of a curve, said curve being concave in a northwesterly direction and having a central angle of 89 deg. 00 min. and a radius of 25.00 feet; thence run along the arc of said curve for a distance of 38.83 feet to the point of ending of said curve being on the west right-of-way line of Shoshone Drive; thence run in a Northerly direction along said West right-of-way line of Shoshone Drive as shown on the recorded plat of Apache Village First Sector for a distance of 287.17 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

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The hereinbelow described real property located in Jefferson County, Alabama, is also included and made a part of this Mortgage. This hereinbelow described property will be released from this Mortgage when the total principal indebtedness of the two (2) notes secured by this Mortgage has been reduced below Seventy Five Thousand and No/100 Dollars ($75,000.00). Mortgagee herewith agrees to release this hereinbelow described property on demand of Mortgagor after this requirement has been met.

Lot 21, 21-A and the Northeast 10 feet of Lot 20, according to the Survey of Mountain Lake Estates as recorded in Map Book 49, Page 16 in the Probate Office of Jefferson County, Alabama; being situated in Jefferson County, Alabama.

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

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 of said Mortgagee or assigns, additional to the debt hereby specifically 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 thereby secured.

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IN WITNESS WHEREOF the undersigned have hereunto set their signatures and seals, this 31 day of August, 1984.

Philip D. Walton (SEAL)
Philip D. Walton

Jane C. Walton (SEAL)
Jane C. Walton

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Philip D. Walton and wife, Jane C. Walton, whose names are signed to the foregoing conveyance, and who is/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 4 day of ~~August~~ SEPT., 1984.

(NOTARIAL SEAL)

Jean E. Brockman
Notary Public

My Commission Expires: My Commission Expires May 8, 1987

NOTARY PUBLIC AT LARGE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1984 SEP -7 AM 10:19
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	$ 112.50
Deed Tax	
Mineral Tax	
Recording Fee	7.50
Index Fee	1.00
TOTAL	$ 121.00