

(Name) WALLACE, ELLIS, HEAD & FOWLER, ATTORNEYS AT LAW

(Address) COLUMBIANA, ALABAMA 35051

Form TICOR 6000 1-84

MORTGAGE-TICOR TITLE INSURANCE

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Walter Scott Garrison and wife, Kathlyn Key Garrison

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

✓ Esta M. Lee Kamplain and husband, James M. Kamplain

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

of Twenty-five thousand and no/100 ----- Dollars
(\$ 25,000.00), evidenced by one promissory note of even date, in the amount of \$25,000.00
together with interest upon the unpaid portion thereof from date at the rate of 12% per
annum, in monthly installments of \$300.04, commencing thirty (30) days from date hereof,
and on the 19th day of each month thereafter until said indebtedness is 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,

Walter Scott Garrison and wife, Kathlyn Key Garrison

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:

Lot 82, according to "Indian Highlands" Third Sector, as shown by map recorded in Map Book 6, page 28, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama

SUBJECT TO THE FOLLOWING:

1. Taxes for the year 1985 are a lien, but not^{due and} payable until October 1, 1985. Parcel ID: 58-27-5-16-4-001-065.
2. Building setback line of 40 feet reserved from Commanche Street and Creek Street as shown by plat.
3. Public utility easements as shown by recorded plat, including 6 foot easement on the East.
4. Restrictions, covenants and conditions as set out in instrument recorded in Misc. Book 9, page 208 in Probate Office.
5. Right-of-Way granted to Alabama Power Company in instrument recorded in Deed Book 285, page 797 in Probate Office.
6. Agreement with Alabama Power Company as to underground cables recorded in Misc. Book 9, page 461 and covenants pertaining thereto recorded in Misc. Book 9, page 244 in Probate Office.

This mortgage and the indebtedness secured hereby may not be assumed without the written permission and consent of the mortgagee.

Mortgagor shall have the right to prepay, at any time, all or any part of said above indebtedness, without penalty, by paying such amount of prepayment and the accrued interest as of such prepayment date.

This is a second mortgage.

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RECORDED

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

Walter Scott Garrison and wife, Kathlyn Key Garrison

have hereunto set their signatures and seal, this

19th day of November, 1984

Walter Scott Garrison (SEAL)
 Walter Scott Garrison
Kathlyn Key Garrison (SEAL)
 Kathlyn Key Garrison
 (SEAL)
 (SEAL)

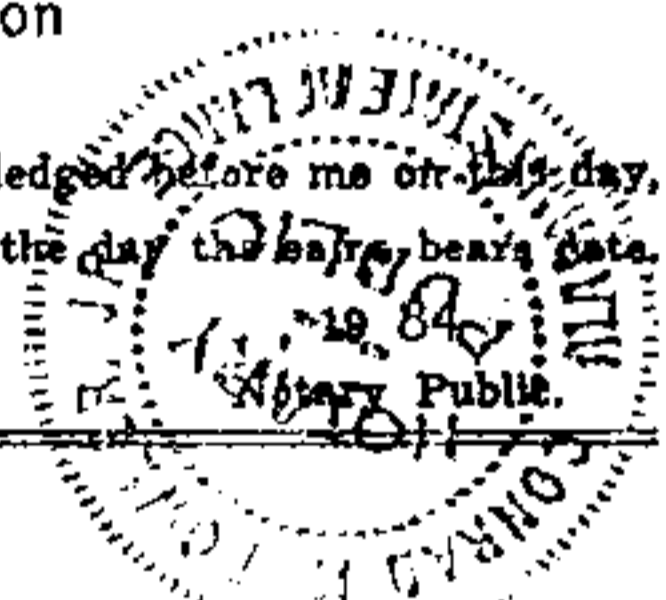
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THE STATE of ALABAMA }
 SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Walter Scott Garrison and wife, Kathlyn Key Garrison

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 executed the same voluntarily on the day the date bears date.
 Given under my hand and official seal this 19th day of November

Conrad J. Jones
 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

TO
 MRS. ESTA M. KAMPLAIN
 1408 AVON CIRCLE
 BIRMINGHAM, ALA 35213

MORTGAGE DEED

STATE OF ALA. SHELBY CO.
 I CERTIFY THIS INSTRUMENT WAS FILED

1984 NOV 20 AM 8:18

JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$ 37.50
Deed Tax	_____
Mineral Tax	_____
Recording Fee	5.00
Index Fee	1.00
TOTAL	\$ 43.50

This form furnished by:
TICOR TITLE INSURANCE
 413 21st Street North, Birmingham, Alabama 35203
 (205) 251-8484