

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

KNOW ALL MEN BY THESE PRESENTS:

THIS MORTGAGE, is made and entered into on this 27th day of March, 1985, by and between the undersigned, Coy Jackson Davis and wife, Earline Davis and Randy Jackson Davis (hereinafter referred to as "Mortgagor," whether one or more) and FIRST AMERICAN MORTGAGE CO., INC., an Alabama Corporation, (hereinafter referred to as "Mortgagee"); to secure the payment of Twelve Thousand Nine Hundred and no/100 Dollars (\$12,900.00), evidenced by a Promissory Note of even date herewith and payable according to the terms of said Note.

NOW, THEREFORE, in consideration of the premises, the Mortgagor, and all others executing this Mortgage, does 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 SHEET FOR LEGAL DESCRIPTION

Together with all and singular the rights, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD FOREVER, unto the said Mortgagee, Mortgagee's successors, heirs and assigns.

This Mortgage and lien shall secure not only the principal amount hereof, but all future and subsequent advances to or on behalf of the Mortgagor, or any other indebtedness due from Mortgagor to Mortgagee, whether directly or acquired by assignment, and the real estate herein described shall be security for such debts to the total extent even in excess thereof of the principal amount hereof.

The above-described property is warranted free from all encumbrances and against adverse claims, except as stated above.

If the Mortgagor shall sell, encumber or otherwise transfer the mortgaged property or any part thereof without the prior written consent of the Mortgagee, the Mortgagee shall be authorized to declare at Mortgagee's option all or any part of such indebtedness immediately due and payable.

For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the real estate, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay off the same; and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the 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 Mortgagee as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if the undersigned fails to keep the property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or Mortgagee's assigns, may at Mortgagee's option insure the real estate for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness, less cost of collecting same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee or Mortgagee's assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the same interest rate as the indebtedness secured hereby from date of payment by Mortgagee or Mortgagee's assigns and be at once due and payable.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgage or Mortgagee's assigns for any amounts Mortgagee may have expended, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the Mortgagee or Mortgagee's assigns, or should the indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgagee or Mortgagee's assigns in the real estate become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of the indebtedness hereby secured, at the option of Mortgagee or Mortgagee's assigns, shall at once become due and payable, and this Mortgage be subject to

Cambridge Title Agency, Inc. E J J

R.J.D.

foreclosure as now provided by law in case of past due mortgages, and the Mortgagee, Mortgagee's agents or assigns shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving thirty 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 the County and State, sell the same in lots or parcels or en masse as Mortgagee, Mortgagee's agents or assigns deem best, in front of the Court House door of the County (or the division thereof), where the real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including such attorney's fees as are allowed by law; 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 the other encumbrances, with interest thereon; Third, to the payment of the 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 Mortgagor. Undersigned further agrees that Mortgagee, Mortgagee's agents or assigns may bid at said sale and purchase the real estate, if the highest bidder therefor. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

IN WITNESS WHEREOF, the undersigned have executed this Mortgage on the day first above written.

Coy Jackson Davis (SEAL)  
COY JACKSON DAVIS

Earline Davis (SEAL)  
EARLINE DAVIS

Randy Jackson Davis (SEAL)  
RANDY JACKSON DAVIS

STATE OF ALABAMA )

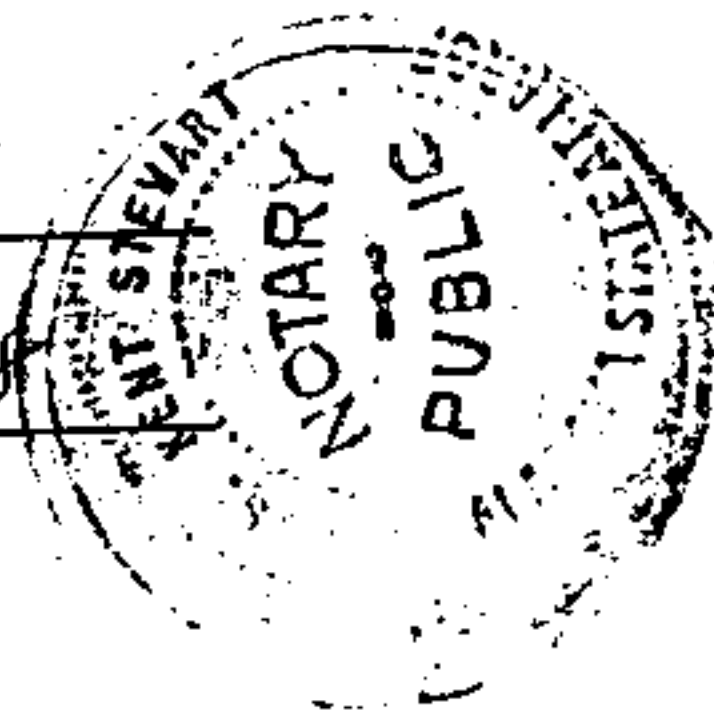
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Coy Jackson Davis and wife, Earline Davis and Randy Jackson Davis, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this date 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 seal this 27th day of March, 1985.

S Kent Stewart  
Notary Public

My Commission Expires: 1-3-88



A parcel of land situated in the NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , Section 23, Township 24 North, Range 15 East, more particularly described as follows: Begin at the Northeast corner of said NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , thence South along East line of said forty a distance of 441 feet, more or less to the intersection of said forty line with the North bank of a branch; thence run Westerly along the North bank of said Branch a distance of 180 feet to the Southwest corner of the Clifton and Eva Lee Jones lot and which is the point of beginning of the lot herein described; thence run North along the West boundary of said Clifton Jones lot a distance of 210 feet to a point; thence run in a Westerly direction parallel with the North bank of the Branch constituting the South boundary of the lot being described, a distance of 310 feet to a point; thence run South parallel with the East boundary of said quarter-quarter Section a distance of 210 feet, more or less, to the North bank of said branch; thence run Easterly along the North bank of said Branch to the point of beginning; being situated in Shelby County, Alabama. THERE IS EXCEPTED HEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND; A parcel of land situated in the NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , Section 23, Township 24 North, Range 15 East, more particularly described as follows: Begin at the Northeast corner of said NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , thence South along East line of said forty a distance of 441 feet, more or less, to the intersection of said forty line with the North bank of a branch; thence run Westerly along the North bank of said branch, a distance of 180 feet to the Southwest corner of the Clifton and Eva Lee Jones lot, and which is the point of beginning of the lot being excepted; thence run North along the West boundary of said Clifton Jones lot a distance of 100 feet to a point; thence run in a Westerly direction parallel with the North bank of the Branch constituting the South boundary of the lot herein excepted, a distance of 50 feet to a point; thence run South parallel with the East boundary of said Quarter-quarter Section a distance of 100 feet, more or less, to the North bank of said Branch; thence run Easterly along the North bank of said branch to the point of beginning; being situated in Shelby County, Alabama.

BOOK 023 PAGE 121

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1985 APR -5 AM 10:02

*Thomas A. Shumaker, Jr.*  
JUDGE OF PROBATE

# RECORDING FEES

Mortgage Tax	\$ 19.35
Deed Tax	
Mineral Tax	
Recording Fee	7.50
Index Fee	1.00
<b>TOTAL</b>	<b>\$ 27.85</b>