

This instrument was prepared by

(Name) Lamar Ham

(Address) 3512 Old Montgomery Highway  
Birmingham, AL 35209

MORTGAGE - LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

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

Thomas L. Alison, Jr., an unmarried man

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

Ben Mitcham and Joyce Mitcham

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

of Seventeen Thousand and 00/100----- Dollars

(\$ 17,000.00 ), evidenced by one promissory note of even date herewith, payable according to the terms contained therein and having a final maturity date of May 21, 1987.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

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

Thomas L. Alison, Jr., an unmarried 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:

A parcel of land located in the SW 1/4 of the SE 1/4 and the NW 1/4 of the SE 1/4 of Section 4, Township 22 South, Range 3 West, Shelby County Alabama, more particularly described as follows: Commence at the SE corner of the SW 1/4 of the SE 1/4 of said Section 4; thence in a Northerly direction along the East line of said 1/4 1/4 section, a distance of 1009.9 feet to the point of beginning; thence continue along last described course, along said East line, a distance of 311.76 feet to the NE corner of said 1/4 1/4 section; thence 00 deg. 37 min. 44 sec. left in a Northerly direction along the East line of the NW 1/4 of the SE 1/4 of said Section 4, a distance of 21.3 feet; thence 87 deg. 26 min. 26 sec. left, in a Westerly direction a distance of 1299.32 feet to a point on the NE right of way line of Shelby County Highway 15, said point also being on a curve to the right, said curve having a radius of 5847.7 feet and a central angle of 1 deg. 19 min. 26 sec; thence 94 deg. 21 min. 44 sec. left to tangent of said curve; thence along arc of said curve in a SE direction, along said right of way line, a distance of 135.1 feet to the end of said curve; thence continue in a SE direction along said right of way line a distance of 198.31 feet; thence 86 deg. 57 min. 42 sec. left, in an Easterly direction, a distance of 1291.55 feet to the point of beginning; being situated in Shelby County, Alabama.

This is a purchase money mortgage.

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

215 301 0280

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

Thomas L. Alison, Jr., an unmarried man

have hereunto set my signature and seal, this

21st day of May, 19 85

Thomas L. Alison, Jr. (SEAL)

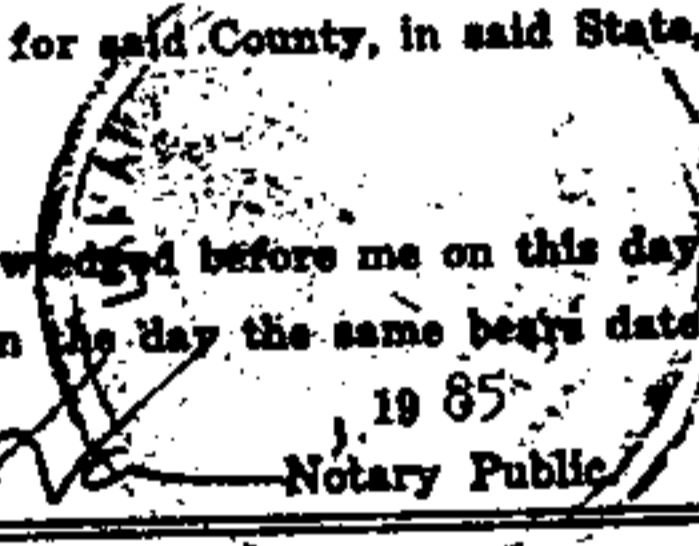
*Thomas L. Alison Jr.* (SEAL)

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THE STATE of Alabama }  
Jefferson COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that Thomas L. Alison, Jr., an unmarried man

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 21st day of May, 19 85



THE STATE of \_\_\_\_\_ }  
\_\_\_\_\_ COUNTY }

I, \_\_\_\_\_  
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 \_\_\_\_\_

My Commission Expires November 9, 1985

\_\_\_\_\_, a Notary Public in and for said County, in said State,

\_\_\_\_\_, Notary Public

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

1985 MAY 24 AM 8:59

*Thomas L. Alison, Jr.*  
JUDGE OF PROBATE

MORTGAGE DEED

| RECORDING FEES |                 |
|----------------|-----------------|
| Mortgage Tax   | \$ 25.50        |
| Deed Tax       | _____           |
| Mineral Tax    | _____           |
| Recording Fee  | 5.00            |
| Index Fee      | 1.00            |
| <b>TOTAL</b>   | <b>\$ 31.50</b> |

This form furnished by

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

Return to:  
BIRMINGHAM, ALABAMA 35203

TO