

(Name) Mark Brinton-Vice President
(Address) The Colonial Bank of Alabama, PO Box 1887, Birmingham, AL 35201

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Gary Black and wife, Sandra Estes Black

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to The Colonial Bank of Alabama as custodian for Richard D. Craig Self-Directed Individual Retirement Account and Anita M. Craig Self-Directed Individual Retirement Account.

(hereinafter called "Mortgagee", whether one or more), in the sum of Six Thousand Five Hundred Twenty Six Dollars & 42/100—
(\$6,526.42), evidenced by Two Promissory Notes Totalling \$6,526.42 and dated May 15, 1985.

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,

Gary Black and wife, Sandra Estes Black

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 Exhibit "A"



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

✓ **COLONIAL BANK**
of Alabama

P. O. BOX 1887, BIRMINGHAM, AL. 35201

LEGAL DESCRIPTION

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Commence at the Southeast corner of Section 32, Township 17 South, Range 1 East, Shelby County, Alabama, and run in a Westerly direction along the South line of said section a distance of 716.50 feet to the point of beginning of the herein described parcel and an old fence corner on said section line and accepted to be the point of beginning of the herein described parcel; thence continuing along the South line of said section and in a Westerly direction run a distance of 444.28 feet to the point in the center line of Shelby County Highway #101; thence turn an interior angle of 47 degrees 31' 00" and run to the right in a Northeasterly direction and continuing along said center line a distance of 145.87 feet to a point; thence turn an interior angle of 157 degrees 12' 00" and run to the right in a Northeasterly direction and continuing along the center line of said Highway a distance of 83.20 feet; thence turn an interior angle of 164 degrees 40' 40" and run to the right and in a Northeasterly direction and continuing along said center line a distance of 70.44 feet to a point; thence turn an interior angle of 192 degrees 04' 27" and run to the left in a Northeasterly direction and continuing along said right of way a distance of 87.51 feet to a point; thence turn an interior angle of 201 degrees 36' 04" and run to the left in a Northeasterly direction continuing along said center line a distance of 50.32 feet to a point; thence turn an interior angle of 190 degrees 41' 44" and run to the left in a Northeasterly direction and continuing along said center line a distance of 42.00 feet to a point; thence turn an interior angle of 168 degrees 46' 21" and run to the right in a Northeasterly direction and continuing along said center line a distance of 52.47 feet to a point; thence turn an interior angle of 51 degrees 12' 56" and run to the right in a Southerly direction and departing from said center line and running along a newly constructed fence that is the agreed upon property line of the adjoining property owners a distance of 290.23 feet, more or less, to the point of beginning of the herein described parcel; containing 1.50 acres, more or less

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

1985 OCT -4 PM 4:22

Thomas A. Swindley, Jr.

FORM 2002 (Continuation) JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$ 9.90
Deed Tax	
Mineral Tax	7.50
Recording Fee	1.00
Index Fee	
TOTAL	\$ 18.40

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

have hereunto set OUR signature and seal, this

7th day of August, 1985
X Gary Black (SEAL)
Gary Black
X Sandra Estes Black (SEAL)
Sandra Estes Black (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 GARY BLACK and SANDRA ESTES BLACK

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 they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this

7th day of

August, 1985
William J. Black, Notary Public.

THE STATE of

COUNTY }

I,
hereby certify that

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

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 furnished by

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