

(Name) Earl D. Hendon, Attorney

(Address) 16 Office Park Circle #11, Birmingham, AL 35223

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

James W. Dewberry

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

James V. West and Clayton G. Fant

(hereinafter called "Mortgagee", whether one or more), in the sum of Thirty Thousand and no/100 ----- Dollars (\$30,000.00), evidenced by one promissory note of even date herewith, payable in sixty monthly installments of \$659.78 each, beginning November 18, 1985, principal and interest included.

This note may be prepaid at any time without penalty, in payments, one or more, of not less than \$5,000.00 each.

This mortgage is subordinate to that certain mortgage of even date herewith in the amount of \$120,000 in favor of Birmingham Federal Savings & Loan Association.

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, James W. Dewberry

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:

Part of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: From the S.W. corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, run in an Easterly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 77.98 feet; thence turn an angle to the left of 75° 33' 30" and run in a Northeasterly direction along the East line of Lots 14, 15, 16, 17, and 18, Block 3, Resurvey of George's Subdivision of Keystone, Sector 3, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 4, Page 33, for a distance of 460.0 feet; thence turn an angle to the right of 87° 45' 30" and run in a Southeasterly direction for a distance of 280.40 feet to the point of beginning; thence turn an angle to the left of 73° 47' and run in a Northeasterly direction for a distance of 190.03 feet; thence turn an angle to the right of 88° 16' 30" and run in a Southeasterly direction for a distance of 78.0 feet; thence turn an angle to the left of 28° 37' and run in an Easterly direction for a distance of 138.06 feet; more or less, to a point on the Northwest right-of-way line of Hickory Hills Drive; thence turn an angle to the right and run in a Southwesterly direction along said Northwest right-of-way line for a distance of 211.60 feet; thence turn an angle to the right and run in a Northwesterly direction for a distance of 184.33 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

THE ABOVE DESCRIBED REAL ESTATE IS NOT THE HOMESTEAD OF THE MORTGAGOR.

BOOK 045 PAGE 629
✓ B. Hendon

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 James W. Dewberry

have hereunto set his

STATE OF ALA. DEED BY SIGNATURE
I CERTIFY THIS
INSTRUMENT WAS FILED

1985 OCT 21 PM 2:15

and seal, this 18th day of October, 1985

Mtg. Tax 45.00
Ac. 500
Ind. 100
51.00

(SEAL)
(SEAL)
(SEAL)
(SEAL)

Judge of Probate

THE STATE of ALABAMA

JEFFERSON

COUNTY

I, the undersigned

hereby certify that James W. Dewberry

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

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 18th day of October, 1985

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 18 day of October, 1985

Notary Public

BIRMINGHAM FEDERAL SAVINGS & LOAN ASSOCIATION

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama