

This instrument was prepared by

Telephone 205-663-1130

(Name) THOMAS A SNYDER
(Address) 4509 VALLEYDALE ROAD
BIRMINGHAM, AL 35243



This Form furnished by:

Cahaba Title, Inc.
1970 Chandalar South Office Park
Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

MORTGAGE-

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,
THOMAS A. SNYDER, AND WIFE, PATSY LOU SNYDER

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

J. ROBERT COLLINS AND WIFE, SARA G. COLLINS

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

of THIRTY-SIX THOUSAND FIVE HUNDRED AND NO/100 -----Dollars

(\$36,500.00), evidenced by a certain Promissory Note bearing even date with these presents in the principal amount of Thirty-Six Thousand Five Hundred and no/100 Dollars (\$36,500.00) with interest at the rate of Ten and One-Half (10.5%) percent per annum and payable in 180 monthly installments of Four Hundred Three and 47/100 Dollars (\$403.47) commencing April 1, 1986, and on the 1st day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 1st day of March, 2001, the said principal and interest to be payable to the Mortgagees at Route 13, Box 576-B, Birmingham, Alabama 35243, or at such other place as the holder may designate in writing.

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,

THOMAS A. SNYDER AND WIFE, PATSY LOU SNYDER

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 2, according to the map and survey of COLLIN'S ADDITION TO VALLEYDALE as recorded in Map Book 7, Page 154, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: (1) Taxes for the year 1986 and all subsequent years, which are a lien but not yet due and payable until October 1, 1986. (2) Subject to Public Road right of way to Shelby County dated May 30, 1961 recorded in Deed Book 216, Page 17, dated December 15, 1955 recorded in Deed Book 177, Page 50, dated December 15, 1955 recorded in Deed Book 177, Page 51, all in said Probate Office. (3) Subject to transmission Line Permit to Alabama Power Company dated May 15, 1947 and recorded in Deed Book 129, Page 559. (4) Subject to road lines and matters of survey as shown by survey of A.C. Coulter, Jr. dated July 13, 1971. (5) Public utility easements as shown by the recorded plat. (6) Building setback line reserved of 35 feet on the north facing Valleydale Road. (7) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto.

J. Robert Collins
5201 - Caldwell Mill Rd.
Bham Al. 35243

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

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 A. SNYDER AND WIFE, PATSY LOU SNYDER

have hereunto set their signature

and seal, this 3rd day of March

1986

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

mtg. fee 54.75
Rec. 5.00
1.00

THOMAS A. SNYDER

(SEAL)

1986 MAR -3 PM 2:47

60.75 Patsy Lou Snyder

PATSY LOU SNYDER

(SEAL)

(SEAL)

(SEAL)

THE STATE OF Alabama

SHELBY COUNTY

I, Kathy D. Brasher

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

hereby certify that THOMAS A. SNYDER AND WIFE PATSY LOU SNYDER

whose name 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 3rd day of March

1986

Kathy Brasher

Notary Public

THE STATE OF

COUNTY

I, hereby certify that

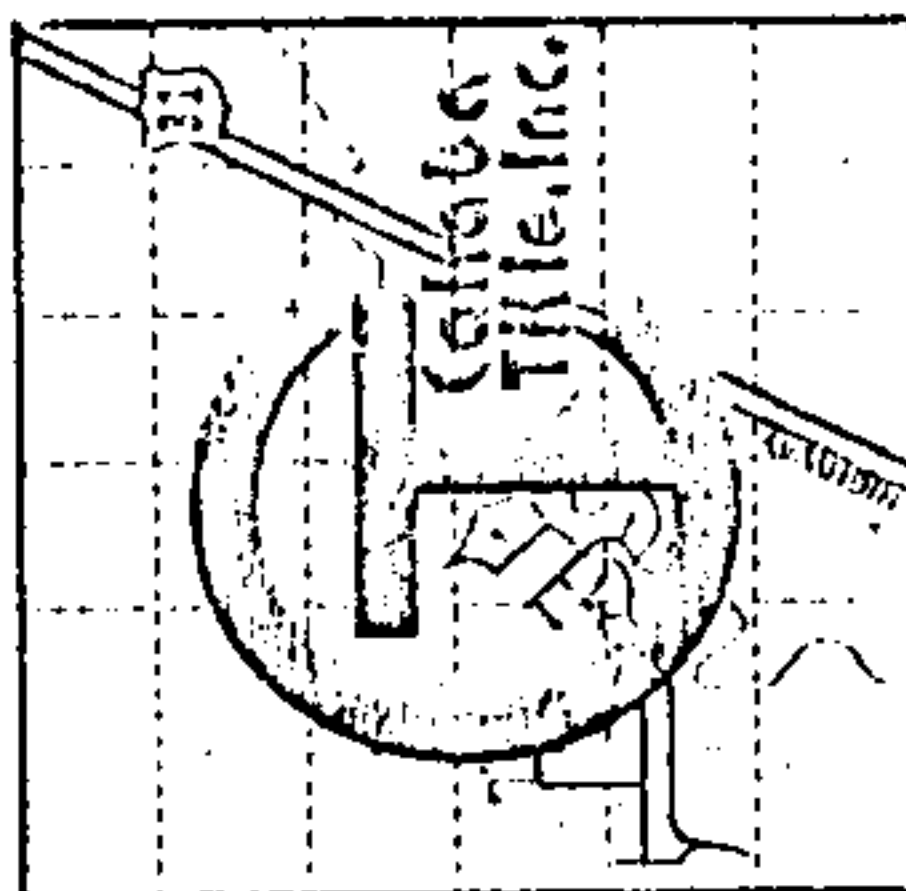
a Notary Public in and for said County, in said State,

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

MORTGAGE DEED



Recording Fees
Deed Tax \$

This form furnished by

Cahaba Tile, Inc.

1570 Chancery South Office Park
Fellham, Alabama 35124

Representing St. Paul Title Insurance Corporation

Telephone 205-653-1130