| | TE OF ALAS Jefferson (| | } | | | | |
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| | · · · · · · · · · · · · · · · · · · · | _ | , | 891 | | | |
| Kno | | By These Pres | | | | | ed Mortgagor) nas become |
| jus | · • | | · · · · · · · · · · · · · · · · · · · | | | | BIRMINGHAM (herei |
| cal | led Mortga | gee), in the | sum of Te | n thousand | seventy-one | and 15/100- | |
| | | | | | | | Dollars |
| Mor sec | tgagee, wi ured there | th interest | thereon fro incipal and | om the date interest su | thereof acc | le to the ore cording to the yable accord | der of the he terms of the No ing to the terms |
| est | when the sa | me falls due, nt payment of | NOW THER | EFORE, IN (maturity, and | CONSIDERAT Lalso to secui | TON of the see all further o | indebtedness with in aid indebtedness, an r additional indebted the debt hereby sec |
| the | said Mortga | gor does here | by grant, bar | gain, sell and | | | e the following descr |
| rea | 1 property | situated in | n Shell | оу | County, | State of Ala | bama, to-wit: |
| | in th | e office of | the Judge | of Probate i | n Shelby Co | Map Book 5, ounty, ALaban | na |
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S. 3

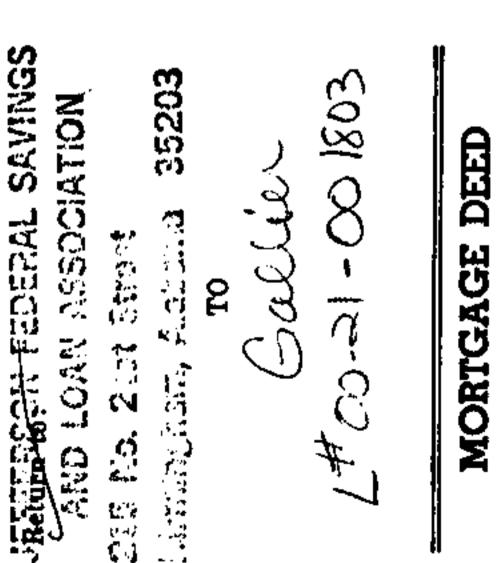
said property is warranted free from all encumbrances and against any adverse claims.

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

Richard C. Gallier and wife, Nancy L. Gallier

| SEATE GEAL! | ir signatures and seal, the Surity to. | Scharf Baller (SEAL) |
|--|---|--|
| INSTRUMENT BEING NAR 18 | TWATERLES | / (UNCHO) W THULLY (SEAL) |
| ב | 3 AM 9: 14 | (SEAL) |
| י וואוי טטנו |) AN UP 17 | (SEAL) |
| THE STATE OF THE ALAN JUST HE STATE OF THE S | COUNTY | |
| I, Mary W. Bo | yle | , a Notary Public in and for said County, in said State, |
| hereby certify that Ri | ichard C. Gallier and v | |
| Given under my hand | and official seal this 4th | day of February Notary Publication |
| T | COUNTY | |
| I, | | , a Notary Public in and for said County Line and State, |
| hereby certify that | | |
| hereby certify that whose name as a corporation, is signed being informed of the co | intents of such conveyance, he, | of nd who is known to me, acknowledged before me, on this day that, as such officer and with full authority, executed the same voluntarily |
| hereby certify that whose name as a corporation, is signed being informed of the co for and as the act of said | intents of such conveyance, he, | nd who is known to me, acknowledged before me, on this day that, |
| hereby certify that whose name as a corporation, is signed being informed of the co for and as the act of said | ntents of such conveyance, he, corporation. | nd who is known to me, acknowledged before me, on this day that, as such officer and with full authority, executed the same voluntarily |
| hereby certify that whose name as a corporation, is signed being informed of the co for and as the act of said | ntents of such conveyance, he, corporation. | nd who is known to me, acknowledged before me, on this day that, as such officer and with full authority, executed the same voluntarily day of |



1. Deed Tax \$ ______

2. Mtg. Tax | 15.15

3. Recording Fee | 500

4. Indexing Fee | 100

TOTAL

2004 ·