

This instrument was prepared by

Ben F. Hayley  
Trimmier & Associates, P. C.

(Name) 2737 Highland Avenue  
(Address) Birmingham, Alabama 35205

Form TICOR 6000 1-84

MORTGAGE-TICOR TITLE INSURANCE 1281

STATE OF ALABAMA

COUNTY

SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

MELVILLE J. MARTIN AND WIFE, KATHY J. MARTIN

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

BEN F. HAYLEY, C. STEPHEN TRIMMIER AND  
FRED T. JONES, JR.

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

of Twenty-five Thousand and No/100-----Dollars  
(\$ 25,000.00 ), evidenced by promissory note of even date.

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,

MELVILLE J. MARTIN AND WIFE, KATHY J. MARTIN

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 being the Southern portion of Lot 19, according to the Survey of Cahaba River Estates, as recorded in Map Book 3, Page 32 and 33, in the Bessemer Division of the Office of the Judge of Probate of Jefferson County, Alabama, also being recorded in Birmingham Probate Office in Volume 17, Page 64.

Commence at the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 26, Township 19 South, Range 3 West, Shelby County, Alabama; said corner also being the Northwest corner of said Lot 19; thence run in a Southerly direction along the West line of said quarter-quarter, said line also being the West line of said Lot 19, a distance of 362.28 feet to the point of beginning; thence continue on last described course a distance of 662.72 feet to the Southwest corner of said Lot 19; thence 95° 03' 45" to the left and run in an Easterly direction a distance of 250.96 feet to the Southeast corner of said Lot 19; thence 84° 56' 15" to the left and run in a Northerly direction along the East line of said Lot 19, a distance of 424.69 feet; thence 76° 45' to the left and run in a Northwesterly direction a distance of 52.83 feet; thence 79° 36' to the left and run in a Southwesterly direction a distance of 7.55 feet; thence 90° 00' to the right and run in a Northwesterly direction a distance of 127.02 feet; thence 21° 00' to the right and run in a Northwesterly direction a distance of 58.18 feet; thence 35° 01' to the right and run in a Northerly direction a distance of 120.67 feet; thence 79° 40' to the left and run in a Westerly direction 16.0 feet to the point of beginning.

Mineral and mining rights excepted.

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

National

Bank of

Commerce

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 Melville J. Martin and Kathy J. Martin

have hereunto set OUR signatures and seal, this 31st day of March, 1986.

*Melville J. Martin* (SEAL)  
Melville J. Martin  
*Kathy J. Martin* (SEAL)  
Kathy J. Martin  
(SEAL)  
(SEAL)

THE STATE of FLORIDA  
MONROE COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that Melville J. Martin and Kathy J. Martin

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 31st day of March, 1986.

My Commission Expires May 2, 1987

Notary Public

THE STATE of  
COUNTY }

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

Notary Public

RETURN TO: TRIMMER & ASSOCIATES, P.C.  
NATIONAL BANK OF COMMERCE  
P.O. Box 10686, B'ham, AL 35202  
Attn: Faye S. Jackson  
MELVILLE J. MARTIN AND KATHY J. MARTIN

TO

BEN F. HAYLEY, C. STEPHEN  
TRIMMER AND FRED T. JONES, JR.

### MORTGAGE DEED

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

1986 MAY 20 AM 11:01

JUDGE OF PROBATE

1. Deed Tax \$  
2. Mtg. Tax 37.50  
3. Recording Fee 5.00  
4. Indexing Fee 2.00  
TOTAL 44.50

This form furnished by:  
**TICOR TITLE INSURANCE**  
413 21st Street North, Birmingham, Alabama 35203  
(205) 251-8484