

This instrument was prepared by

(Name) Wade H. Morton, Jr., Attorney at Law

(Address) Post Office Box 1227, Columbiana, Alabama 35051-1227

Form 1-1-22 Rev. 1-66

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA } KNOW ALL MEN BY THESE PRESENTS: That Whereas,
COUNTY SHELBY

HAROLD MITCHELL GARDNER and wife, ROBERTA T. GARDNER,
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

RICKY WAYNE SEALE,

(hereinafter called "Mortgagee", whether one or more), in the sum
of TEN THOUSAND FIVE HUNDRED and No/100 ----- Dollars
(\$ 10,500.00), evidenced by a promissory note of even date repayable according to the terms
and at the rate of interest stated therein.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt
payment thereof, and any extensions or renewals of the same or any portion thereof and also
to secure any and all indebtedness or obligations, direct or contingent, now existing or
hereafter owed or due by Mortgagors or either of them to Mortgagees or either of them.
NOW THEREFORE, in consideration of the premises, said Mortgagors,

HAROLD MITCHELL GARDNER and wife, ROBERTA T. GARDNER,

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" for legal description of real property conveyed by this
mortgage LESS AND EXCEPT title to minerals underlying this real property with mining
rights and privileges belonging thereto as reserved by instrument recorded in Deed
Book 145, at Page 165, in the Office of the Judge of Probate of Shelby County, Alabama,
and subject to rights acquired by Alabama Power Company by instrument recorded in Deed
Book 242, at Page 369, in said Probate Records.

Subject to all planning, zoning, health and other governmental regulations affecting
subject real property.

Subject to all rights-of-way, easements and transmission lines, if any, in evidence
through use.

Subject to all rights-of-way, easements, limitations and restrictions shown on the
survey map or plat specified in Exhibit "A" to Mortgage, a copy of which map was delivered
to Mortgagors either on this date or prior hereto.

Privilege to prepay the indebtedness secured by this mortgage, in whole or in part,
is reserved to the Mortgagors without penalty, accrued interest being due and payable
only on the unpaid principal balance to the date of prepayment and thereafter interest shall
be due and payable only on the unpaid principal balance.

This is a purchase money mortgage securing part of the purchase price for the above
described real property conveyed to Mortgagors by the Mortgagee simultaneously herewith.

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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 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

HAROLD MITCHELL GARDNER and wife, ROBERTA T. GARDNER,

have hereunto set our signatures and seal, this 13th day of June, 1986.

✓ *Harold Mitchell Gardner* (SEAL)
Harold Mitchell Gardner
✓ *Roberta T. Gardner* (SEAL)
Roberta T. Gardner (SEAL)

THE STATE of ALABAMA
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Harold Mitchell Gardner and wife, Roberta T. Gardner,

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 13th day of June, 1986.

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:

TO

MORTGAGE DEED

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

Birmingham, Alabama

EXHIBIT "A"
LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL No. 10

Commence at the Northwest corner of Section 35, T.5. 24 N, R.15E, Shelby County, Alabama and run thence East along the North line of said Section 35 a distance of 1,456.05' to a point, thence run South a distance of 1,149.0' to the point of beginning of the Parcel being described, thence run S 64°-19'-06" E a distance of 70.35' to a point, thence continue along the water line of said lay lake and run S 30°-35'-06" E a distance of 34.09' to a point, thence continue along water line and run S 10°-15'-34" E a distance of 47.94' to a point, thence run S 58°-30'-36" E a distance of 15.0' to a point, thence run S 24°29'-24" W a distance of 193.35' to a point, thence run S 11°-17'-36" E a distance of 100.86' to a point on the North line of a public road, thence run S 55°-55'-17" W a chord distance of 170.75' to the P.I. of a curve having a central angle of 45°-34'-13" and a radius of 270.45' thence run S 33°-08'-09" W a distance of 40.67' to the P.C. of a curve to the right having a central angle of 61°-52'-38" and a radius of 94.91', thence run S 64°-04'-34" W a chord distance of 97.59' to a point, thence run N 19°-48'-16" E a distance of 602.91' to the point of beginning, containing 1.55 acres

According to my survey this 5th day of May, 1906

Joseph E. Conn, Jr.
Joseph E. Conn, Jr.
Ala. Reg. No. 9049

SIGNED FOR IDENTIFICATION:

✓ *Harold Mitchell Gardner*
Harold Mitchell Gardner

✓ *Roberta T. Gardner*
Roberta T. Gardner

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

1906 JUN 13 PM 3:44

Thomas G. Inman, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax		15.75
3. Recording Fee		7.50
4. Indexing Fee		1.00
TOTAL		24.25

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