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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,

SAM F. MAXWELL, a married man,

(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 FIFTY THREE THOUSAND TWO HUNDRED TWENTY and No/100 - - - - - Dollars (\$ 53,220.00), 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,

SAM F. MAXWELL, a married man,

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.

The above described real property does not constitute a part of the homestead of the mortgagor Sam F. Maxwell as he and his wife Sarah E. Maxwell reside at 2432 Chandabrook Drive, Pelham, Alabama 35124.

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

SAM F. MAXWELL, a married man

have hereunto set my signature and seal, this 16th day of June, 1986.

Sam F. Maxwell

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA

SHELBY

COUNTY

I, the undersigned hereby certify that Sam F. Maxwell, a married man,

, 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 16th day of June, 1986.

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

Return to:

TO

MORTGAGE DEED

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

Birmingham, Alabama

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

Commence at the Northwest corner of Section 35, T.S. 24N, R 15E, Shelby County, Alabama and run thence East along the North line of said Section 35 a distance of 178.40' to a point, thence run South a distance of 460.72' to the point of beginning of the property being described, thence run S 44°-43'-01" E a distance of 549.34' to a point on the Water line of Lay Lake, thence run S 83°-17'-23" W a distance of 41.78' to a point, thence run N 85°-51'-33" W a distance of 102.63' to a point, thence run N 74°-47'-25" W a distance of 21.31' to a point, thence run S 72°-52'-43" W a distance of 97.65' to a point, thence run S 3°-39'-13" W a distance of 11.15' to a point, thence run N 62°-15'-53" E a distance of 54.56' to a point, thence run S 61°-32'-40" E a distance of 24.16' to a point, thence run S 61°-58'-55" E a distance of 26.56' to a point, thence run S 45°-41'-39" E a distance of 60.39' to a point, thence run S 72°-18'-40" E a distance of 24.47' to a point, thence run S 87°-19'-49" E a distance of 11.04' to a point, thence run N 60°-03'-26" E a distance of 141.97' to a point, thence run S 85°-01'-28" E a distance of 69.29' to a point, thence run S 76°-22'-39" E a distance of 29.53' to a point, thence run S 83°-30'-31" E a distance of 28.96' to a point, thence run S 73°-54'-50" E a distance of 48.70' to a point, thence run S 75°-44'-02" E a distance of 64.07' to a point, thence run N 48°-34'-10" E a distance of 26.75' to a point, thence run N 12°-07'-48" E a distance of 59.50' to a point, thence run N 60°-03'-57" E a distance of 16.02' to a point, thence run S 55°-59'-49" E a distance of 30.32' to a point, thence run S 34°-22'-01" E a distance of 34.02' to a point, thence run S 45°-30'-04" W a distance of 877.96' to a point on the East line of a public road, thence run N 43°-26'-40" W a distance of 67.40' to a point, thence run N 27°-48'-47" W a distance of 32.45' to a point, thence run N 44°-29'-56" W a distance of 303.64' to a point, thence run N 9°-22'-00" W a distance of 11.63' to a point, thence run N 3°-39'-58" W a distance of 60.70' to a point, thence run N 20°-50'-28" W along the chord of a curve to the left having a central angle of 34°-37'-10" and a radius of 164.40 a chord distance of 97.87' to a point, thence run N 30°-16'-58" W a distance of 72.55' to the P.E. of a curve to the right having a central angle of 53°-31'-57" and a radius of 309.80, thence run N 11°-31'-01" W along the chord of said curve a chord distance of 297.11' to the P.T. of said curve, thence run N 15°-14'-56" E a distance of 105.0' to a point, thence run N 64°-38'-06" E a distance of 108.14' to the point of beginning.

According to my survey this 8th day of June, 1986

Joseph E. Conn, Jr.
Joseph E. Conn, Jr.

1. Deed Tax \$ 79.95
2. Mtg. Tax 7.50
3. Recording Fee 1.00
4. Indexing Fee 88.45
TOTAL

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1986 JUN 17 AM 11:00

Thomas A. Lawrence, Jr.
JUDGE OF PROBATE

Commence at the Northwest corner of Section 35, T.S. 24N, R 15E, Shelby County, Alabama and run thence East along the North line of said Section 35 a distance of 2,259.41' to a point, Thence run South 1,427.15' to the point of beginning of the property being described, Thence run S 52°-15'-23" E along the water line of Lay Lake a distance of 69.44' to a point, Thence run S 68°-52'-10" E a distance of 31.01' to a point, Thence run N 0°-32'-54" W a distance of 23.71' to a point, Thence continue along said water line N 20°-34'-37" W a distance of 90.32' to a point, Thence run S 84°-30'-16" E a distance of 61.57' to a point on the North line of a public road, Thence run S 21°-55'-16" E along said line of said road a distance of 171.95' to the P.C. of a curve to the right having a central angle of 84°-24'-32" and a radius of 45.0', Thence run S 20°-17'-20" W along the chord of said curve a chord distance of 60.46' to the P.T. of said curve, thence run S 62°-29'-44" W a distance of 9.50' to the P.C. of a curve to the right having a central angle of 40°-18'-00" and a radius of 137.97, Thence run S 82°-38'-44" W along the chord of said curve a chord distance of 95.05' to the P.T. of said curve, Thence run N 77°-12'-16" W a distance of 73.98' to the P.C. of a curve having a central angle of 6°-08'-02" and a radius of 309.98', Thence run N 80°-16'-16" W along the chord of said curve a chord distance of 33.17' to a point, Thence run N 83°-20'-16" W a distance of 5.19' to a point, Thence run N 19°-12'-50" E a distance of 171.03' to the point of beginning.

According to my survey of June 8, 1986

Joseph E. Conn, Jr.
Joseph E. Conn, Jr.

SIGNED FOR IDENTIFICATION:

Sam F. Maxwell
Sam F. Maxwell

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