

This instrument was prepared by

(Name) WALLACE, ELLIS, HEAD & FOWLER

(Address) Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Gorman M. Armstrong, Sr. and wife, Pauline B. Armstrong; Claude Melvin Armstrong and wife, Brenda B. Armstrong

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

Margaret E. Caton and husband, James Caton

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

of Thirty-seven thousand five hundred and no/100 ----- Dollars
(\$ 37,500.00), evidenced by promissory note of even date in the amount of \$37,500.00 plus interest at the rate of 9% per annum, payable over a period of twenty years in monthly installments of \$337.40 per month, the first monthly installment being due and payable on August 5, 1986, and monthly thereafter until said sum is paid in full.

Mortgagors may prepay all or any part of the principal without penalty or unearned interest.

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,

Gorman M. Armstrong, Sr. and wife, Pauline B. Armstrong; Claude Melvin Armstrong and wife, Brenda B. Armstrong

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:

lots 20 and 21, according to Waxa Subdivision, the same being a part of Section 35, Township 24, North, Range 15 East, a plat of said subdivision being recorded in Map Book 5, page 5, in the Probate Office of Shelby County, Alabama.

There is excepted from this conveyance and reserved to the grantor all that part of the above described lot lying below that certain datum plane of 397 feet above mean sea level as established by the U.S. Coast and Geodetic Survey as adjusted in January, 1955. Grantee shall have the right to use and cut or clear the trees or timber on that part of said lot hereinabove described lying below said elevation of 397 feet above mean sea level until same is purchased or otherwise acquired by Alabama Power Company in connection with the raising or original Lay Lake by said Company.

The elevation above sea level used when the original Lay Lake was constructed is converted to U.S. Coast and Geodetic Survey elevation above mean sea level by subtracting 37.87 feet from such elevation that was used when said Lay Lake was originally constructed and is substantially the same as the 397 feet above mean sea level referred to hereinabove.

Said lot is conveyed subject to the protective covenants recorded in Deed Book 235, pages 550-551 in the Probate Office of Shelby County, Alabama.

Mineral Rights excepted.

THIS IS A PURCHASE MONEY MORTGAGE.

W. E. N. 3

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
Gorman M. Armstrong, Sr., and wife, Pauline B. Armstrong, Claude Melvin Armstrong and wife,
Brenda B. Armstrong

have hereunto set our signature S and seal, this 24 day of June, 1986
Gorman M. Armstrong, Sr. (SEAL)
Pauline B. Armstrong (SEAL)
Claude Melvin Armstrong (SEAL)
Brenda B. Armstrong (SEAL)
Brenda B. Armstrong

THE STATE of Alabama
Shelby COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that Gorman M. Armstrong, Sr. and wife, Pauline B. Armstrong and Claude Melvin
Armstrong and wife, Brenda B. Armstrong
whose name S /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 24 day of June, 1986.
Dorothy Jackson 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

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1986 JUN 25 AM 9:26
JUDGE - FILED

1. Deed Tax \$ 56.25
2. Mtg. Tax 5.00
3. Recording Fee 3.00
4. Indexing Fee 64.25
TOTAL

MORTGAGE DEED

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

Return to:

TO