

(Name) WALLACE, ELLIS, HEAD & FOWLER, ATTORNEYS AT LAW

(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,

Roger D. Shaner and wife, Teresa W. Shaner

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

✓ Otis Hanna

(hereinafter called "Mortgages", whether one or more), in the sum of FOUR THOUSAND EIGHT HUNDRED FIFTY AND NO/100----- Dollars (\$ 4,850.00 ), evidenced by one promissory note of even date, in the amount of \$4,850.00, in monthly installments of \$70.00, payable on the 10th day of each month commencing September 10, 1986 until said sum is paid in full.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

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NOW THEREFORE, in consideration of the premises, said Mortgagors,

Roger D. Shaner and wife, Teresa W. Shaner

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:

Commence at the Northwest corner of the South one-half of the Southeast one-fourth of the Southeast one-fourth of Section 9, Township 19 South, Range 2 East, Shelby County, Alabama; thence proceed South 89° 40' East along the North boundary of said South one-half of said quarter-quarter section for a distance of 160.19 feet; thence proceed South 0° 31' 33" East for a distance of 114.92 feet to a point that is South 0° 13' 33" East of and 35 feet from the thread of Blue Springs Creek and is the point of beginning. From this beginning point continue South 0° 31' 33" East for a distance of 889.47 feet to a point on the Northerly right-of-way line of County Road No. 83; thence proceed Northeasterly along the Northerly right-of-way line of said road for a distance of 190.37 feet; thence proceed North 12° 11' 05" West for a distance of 355.15 feet; thence proceed North 8° 47' 05" East for a distance of 447.34 feet to a point that is North 8° 47' 05" East of and 38 feet from the thread of said creek; thence proceed North 78° 55' 06" West for a distance of 183.95 feet to the point of beginning.

The above described land is located in the South one-half of the Southeast one-fourth of the Southeast one-fourth of Section 9, Township 19 South, Range 2 East and the Northeast one-fourth of the Northeast one-fourth of Section 16, Township 19 South, Range 2 East, Shelby County, Alabama, and contains 2.81 acres.

RE 1 Box 651  
Seeds, AP 35094

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

Roger D. Shaner and wife, Teresa W. Shaner

have hereunto set their signatures and seal, this 29th day of August, 1986

*Roger D. Shaner* ..... (SEAL)  
 Roger D. Shaner  
*Teresa W. Shaner* ..... (SEAL)  
 Teresa W. Shaner  
 ..... (SEAL)  
 ..... (SEAL)

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THE STATE of ALABAMA }  
 SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Roger D. Shaner and wife, Teresa W. Shaner

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 29th day of August, 1986

*Peggy J. Linton* Notary Public  
 [Notary Seal]

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 ALABAMA SHELBY CO.  
 I CERTIFY THIS INSTRUMENT WAS FILED

1986 AUG 29 PM 12:18

*Thomas W. Scarborough, Jr.*  
 JUDGE OF PROBATE

MORTGAGE DEED

1. Deed Tax \$ \_\_\_\_\_  
 2. Mtg Tax 7.35  
 3. Recording Fee 2.00  
 4. Indexing Fee 1.00  
 TOTAL 13.35

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

Return to: \_\_\_\_\_ TO