

This instrument was prepared by

(Name) FIRST AMERICAN BANK OF PELHAM

(Address) POST OFFICE BOX 100, PELHAM, ALABAMA 35124

Form 1-1-22 Rev. 1-44

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JOHN R. ELLISON AND JANE C. ELLISON

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

FIRST AMERICAN BANK OF PELHAM

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

of TWENTY FOUR THOUSAND & NO/100 ----- Dollars
(\$ 24,000.00), evidenced by

Installment note of even date payable in 120 monthly installments to include principal and interest at an interest rate of floating prime + 2 1/2% adjusted annually, initial rate of 10.240%

BOOK 093 PAGE 889

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,

JOHN R. ELLISON AND JANE C. ELLISON

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 part of the NE 1/4 of the NE 1/4 of Section 20, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of Section 20, Township 20 South, Range 2 West, Shelby County, Alabama and run thence South 89 deg. 52 min. 30 sec. West a distance of 785.57 feet to a point; thence run South 0 deg. 07 min. 30 sec. West a distance of 460.45 feet to the Northeasterly corner of Parcel 7 and the point of beginning of the property being described; thence run South 15 deg. 34 min. 11 sec. East a distance of 689.72 feet to a point on the Northwesterly right of way line of the Seaboard Coast Line Railroad; thence run South 41 deg. 38 min. 24 sec. West along said right of way line a distance of 19.50 feet to a point; thence run North 51 deg. 45 min. 15 sec. West a distance of 205.73 feet to a point; thence run North 37 deg. 15 min. 41 sec. West a distance of 208.00 feet to a point; thence run North 53 deg. 08 min. 09 sec. West a distance of 125.54 feet to a point; thence run North 14 deg. 11 min. 49 sec. East a distance of 354.20 feet to a point on the South line of a 60 feet wide street; thence run South 75 deg. 48 min. 11 sec. East along the said South line of said Street a distance of 132.97 feet to the point of beginning; being situated in Shelby County, Alabama.

BOOK 093 PAGE 889

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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

JOHN R. ELLISON AND JANE C. ELLISON

have hereunto set their signature S and seal, this 30th day of September, 19 86

X *John R. Ellison* (SEAL)
 John R. Ellison
 X *Jane C. Ellison* (SEAL)
 Jane C. Ellison (SEAL)

BOOK 093 PAGE 890

THE STATE of ALABAMA }
 SHELBY COUNTY }

I, Cynthia B. Kemp, a Notary Public in and for said County, in said State,

hereby certify that John R. Ellison and Jane C. Ellison whose names is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that they are informed of the contents of the conveyance executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 30th day of September, 19 86 Notary Public.

THE STATE of ALABAMA }
 SHELBY COUNTY }

My Commission Expires March 5, 1988
 I, _____, a Notary Public in and for said County, in said State,

hereby certify that _____ 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

- 1. Deed Tax \$ _____
- 2. Mtg. Tax 3600
- 3. Recording Fee 500
- 4. Indexing Fee 100
- TOTAL 4200

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

1986 OCT -3 AM 10:54

Thomas H. ...
 JUDGE TO ...

MORTGAGE DEED

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

Return to: