

This instrument was prepared by

(Name) Harold R. Walker
2135 Old Mtg. Hwy.
(Address) Pelham, Al 35124

MORTGAGE- AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Janice Jackson, a single woman

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

H. WALKER AND ASSOCIATES, INC.

(hereinafter called "Mortgagee", whether one or more), in the sum
of One Thousand Seven Hundred Fifty Dollars
(\$ 1,750.00), evidenced by Real Estate Mortgage Note dated April 17, 1986

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, Janice Jackson

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

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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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 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 Janice Jackson have hereunto set her signature and seal, this 17th. day of April, 19 86.
Janice Jackson (SEAL)
(SEAL)
(SEAL)
(SEAL)

THE STATE of ALABAMA }
SHELBY COUNTY }
I, William R. Justice, a Notary Public in and for said County, in said State, hereby certify that Janice Jackson 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 she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 17th day of April, 19 Notary Public.

THE STATE of ALABAMA }
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 furnished by

American TITLE INSURANCE COMPANY
REALTY TITLE DIVISION
2025 4TH AVENUE NORTH
BIRMINGHAM, ALABAMA

Commence at the Southwest corner of the NE 1/4 of the NW 1/4 of Section 9, Township 19 South, Range 2 East, Shelby County, Alabama; thence proceed East along the South boundary of said 1/4 1/4 Section for a distance of 1325.7 feet to the Southeast corner of said 1/4 1/4 Section thence turn an angle of 91 deg. 00 min. to the left and proceed North 2 deg. 15 min. West along the East boundary of said 1/4 1/4 Section for a distance of 637.5 feet; thence turn an angle of 90 deg. to the left and proceed West for a distance of 14.45 feet to the point of beginning; from this beginning point, turn an angle of 6 deg. 29 min. to the left and proceed South 81 deg. 16 min. West for a distance of 222.75 feet; thence turn an angle of 117 deg. 16 min. to the right and proceed North 18 deg. 32 min. East for a distance of 173.8 feet; thence an angle of 60 deg. 52 min. to the right and proceed North 79 deg. 24 min. East for a distance of 225.5 feet; thence turn an angle of 118 deg. 48 min. to the right and proceed South 18 deg. 12 min. West for a distance of 181.5 feet to the point of beginning. The above described property is located in the NE 1/4 of the NW 1/4 and the NW 1/4 of the NE 1/4, Section 9, Township 19 South, Range 2 East, Shelby County, Alabama.

LESS AND EXCEPT right of way of Harpersville-Calcis Road.

EXCEPT from the above described property, however, that portion thereof described as follows: Commence at the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 9, Township 19 South, Range 2 East, and run thence North 390 feet to a point; thence run South 79 deg. East to the Harpersville-Calcis Road; thence run Northerly along said road 515 feet to point of beginning; run thence Westerly a distance of 225 feet, more or less, to point on Westerly boundary of the property described in paragraph above; thence turn to the left and run Southerly along the Westerly boundary of the property described first above in this paragraph to a point, which said point in the Southwest corner of the said first above described property; thence turn to the left and run 222.75 feet to point of beginning of this exception.

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ALSO, Commence at the Southwest corner of the NE 1/4 of NW 1/4 of Section 9, Township 19 South, Range 2 East, Shelby County, Alabama; thence proceed East along the South boundary of said 1/4 1/4 Section for a distance of 1325.7 feet to the Southeast corner of the said 1/4 1/4 Section; thence turn an angle of 91 deg. to the left and proceed North 2 deg. 15 min. West for a distance of 675.5 feet to the point of beginning. From this beginning point, continue North 2 deg. 15 min. West along the West boundary of the NW 1/4 of the NE 1/4 of said Section for a distance of 134.3 feet; thence proceed North 79 deg. 24 min. East for a distance of 56.7 feet; thence proceed South 18 deg. 12 min. West for a distance of 154.4 feet to the point of beginning. The above described land is located in the NW 1/4 of the NE 1/4 of Section 9, Township 19 South, Range 2 East, Shelby County, Alabama.

ALSO, LESS AND EXCEPT right of way of Old Harpersville-Calcis Road.

All being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

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

1986 OCT 29 PM 12:49

Thomas A. Shandling, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax		270
3. Recording Fee		7.50
4. Indexing Fee		1.00
TOTAL		11.20