

This instrument was prepared by

(Name).....Donald Real Estate

(Address).....4508 Gary Ave

Form 1-1-22 Rev. 1-64

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

L.E. McCombs and Dorothy McCombs

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

The Homestead, A Joint Venture

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

of Nineteen Thousand Five Hundred Dollars and 00/100----- Dollars
(\$ 19,500.00), evidenced by one promissory note of even date

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,

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:

974 Exhibit "A" attached hereto and made a part thereof.

974 Less and except mineral, mining, oil and gas rights and all rights incidental thereto.

102 Subject to easements, rights of way and all matters of public record.

102 Subject to restrictions recorded in Real 57, page 62, Real 3, page 840 and Real 30, page 510, in said Probate Office.

102 This is not the Homestead of Grantor.

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.

have hereunto set . signature and seal, this

15th day of Nov, 1986
R. E. M. Combs (SEAL)
Dorothy S. M. Combs (SEAL)
(SEAL)
(SEAL)

THE STATE of Alabama
Stellor COUNTY

1. *Robertson Baiter*, a Notary Public in and for said County, in said State,

hereby certify that L. E. McConbr & Dorothy McConbr

whose name *he* 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 *they* executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of Nov 1984
 [Signature] 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

URN to:

Q1

MORTGAGE DEED

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

Exhibit "A"

Commence at the Northeast corner of Section 18, Township 21 South, Range 2 East, Shelby County, Alabama and run thence in a Westerly direction along the North line of said Section 18 a distance of 609.92 feet to a point, thence turn an angle of 88 degrees 50' 30" to the left and run in a Southerly direction a distance of 4,900.84 feet to a point on the North bank of Lay Lake, thence turn an angle of 89 degrees 19' 00" to the left and run in a Easterly direction along said North bank a distance of 285.00 feet to the point of beginning also being the Southeast corner of Lot 1 of Sector C of the Homestead, thence continue along last described course a distance of 30.00 feet to a point, thence turn an angle of 41 degrees 58' 00" to the left and continue along said North bank of said Lay Lake a distance of 150.00 feet to a point, thence turn an angle of 84 degrees 58' 24" to the left and run in a Northwesterly direction a distance of 454.41 feet to a point on the Easterly right of way line of McClure Drive (60 feet wide) and being in a curve to the right having a central angle of 14 degrees 54' 42", a radius of 211.33 feet, thence turn an angle to the left of 99 degrees 45' 31" to tangent and run along said curve an arc distance of 55.00 feet to the Northeast corner of said Lot 1 Sector C, thence turn an angle to the left of 80 degrees 18' 13" from tangent and run in a Southeasterly direction a distance of 462.78 feet to the point of beginning.

BOOK 102 PAGE 976

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

1986 DEC -3 AM 9:55

Thomas A. Brundage, Jr.
JUDGE OF PROBATE

MTg TAX 29.25
Dec 7.50
Jud. 1.00
37.75