

This instrument was prepared by

2148

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(Address) Suite 1, 4513 Valleydale Road, Birmingham, Alabama 35243

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

CYNTHIA BULLARD

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

MARY B. MCQUIRE CRAWLEY

(hereinafter called "Mortgages", whether one or more), in the sum of NINETEEN THOUSAND DOLLARS AND NO CENTS Dollars (\$ 19,000.00), evidenced by one promissory note executed simultaneously herewith.

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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,

CYNTHIA BULLARD

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 SW 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4 of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Begin at the Southeast corner of the SW 1/4 of the SE 1/4 of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama; thence run West along the South line of said section a distance of 621.15 feet; thence turn right 115 15'15" and run Northeasterly a distance of 753.10 feet; thence turn right 104 37' and run Southeasterly a distance of 81.0 feet; thence turn right 9 32' 12" and continue Southeasterly a distance of 153.53 feet to a point of curve; said curve being to the right running Northeasterly, having a radius of 193.19 feet and an interior angle of 31 41'29"; thence turn left 90 12'33" to the tangent of said curve and run Northeasterly an arc distance of 106.86 feet to a point of reverse curve; said curve being to the left running Northwesterly having a radius of 20.0 feet and an interior angle of 113 24"; thence run North and Northwesterly an arc distance of 39.58; thence continue Northwesterly along the tangent to said curve a distance of 59.07 feet; thence turn right 79 38'10" and run Northeasterly a distance of 35.58 feet; thence turn right 100 21'50" and run Southeasterly a distance of 192.20 feet, thence turn right 122 33'25" and run West a distance of 70.0 feet; thence turn left 90 01' 24" and run South a distance of 501.19 feet to the point of beginning.

Containing 6.62 acres, more or less.

Griffin, Allison

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 Mortgagee 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

CYNTHIA BULLARD

have hereunto set signature and seal, this

26 day of January, 1987

Cynthia Bullard (SEAL)
CYNTHIA BULLARD (SEAL)

(SEAL)

(SEAL)

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THE STATE of ALABAMA
SHELBY COUNTY

I, THE UNDERSIGNED, a Notary Public in and for said County, in said State, hereby certify that

CYNTHIA BULLARD

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 26 day of January, 1987

Notary Public.

THE STATE of Alabama
COUNTY

I, Stephen B. Grafton, a Notary Public in and for said County, in said State, hereby certify that Cynthia Bullard

whose name as 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 1987

Stephen B. Grafton, Notary Public

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

1987 JAN 29 AM 9:41

Thomas A. [Signature]
JUDGE OF PROBATE

Return to:
Lindsey J. Allison
Suite 1, 4513 Valleydale Road
Birmingham, Alabama 35243

TO

MARY B. MCQUIRE CRAWLEY

MORTGAGE DEED

1. Deed Tax \$ 2850
2. Mtg. Tax 500
3. Recording Fee 100
4. Indexing Fee 100
TOTAL 3450

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

Birmingham, Alabama