This instrument was prepared by:

1179

C. Richard Moore, Jr., Attorney 616 2nd Avenue North, P.O. Drawer 1140 Clanton, AL 35045

AGREEMENT

STATE OF ALABAMA

SHELBY COUNTY

This Agreement is entered into on this the 2nd day of , 1987, by and between Benny Davis, (hereinafter referred to as "Party of the First Part"), and the Estate of W. J. Mims, (hereinafter referred to as "Party of the Second Part").

WITNESETH:

WHEREAS, during a period from, to-wit: September 20, 1976, through and including, to-wit: April 8, 1978, Party of the First Part executed and delivered to W. J. Mims promissory notes and mortgages, copies of said notes and mortgages being attached hereto and incorporated herein by reference; and

WHEREAS, from, to-wit: September 20, 1976, to the present date, Party of the First Part has been making payments on said notes and mortgages; and

WHEREAS, the parties hereto have entered into an agreement relative to future payments on said notes and mortgages.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, the parties hereto do affirm, represent and agree as follows:

- and the muti affirm, repr 1. The \$15,000.00. 1. That the balance owing on said notes and mortgages total
- 4 2. That payments on said notes and mortgages have heretofore been timely, and said notes and mortgages remain in full force and effect. None of the above-said notes and mortgages have been paid in full.
 - That the balance of \$15,000.00 due on said notes and mortgages is to be paid as follows:

The sum of \$1,000.00 paid upon the execution of this agreement.

The balance of \$14,000.00, plus interest thereon at the rate of 8% per annum, shall be payable in 66 monthly installments of \$262.89 each. The first such installment shall be due and payable May 1 1987, with a like installment of \$262.89 being due and payable on the 1st day of each and every month thereafter, until the entire principal sum, together with all interest thereon is fully paid.

As to any scheduled monthly installment not paid by the 15th of the month, a late charge equal to 5% of said installment will be assessed. This late charge provision in no way limits the right of Party of the Second Part to declare Party of the First Part to be in default and demand payment in full.

4. That the obligations of Party of the First Part hereunder shall be secured by the attached mortgages, which said mortgages shall remain in full force and effect until the obligations of Party of the First Part is paid in full.

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300K 124 PAGE 965

5. That any waiver on the part of Party of the Second Part as to any default herein shall not constitute a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this the 2 day of april . 1987.

Danne O Journs

Benny Davis

PARTY OF THE FIRST PART

ESTATE OF W. J. MIMS

By: Luther mins

Executor

PARTY OF THE SECOND PART

STATE OF ALABAMA

Chilton COUNTY

and State, hereby certify that Benny Davis, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the agreement, he executed the same voluntarily on the day the same bears date.

Given under my official hand and seal this the 2nd day of April ____, 1987.

Notary Public

My Commission Expires: 2/3

STATE OF ALABAMA

Chilton COUNTY

and State, hereby certify that Luther Mins whose name as Executor of the Estate of W. J. Mins, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the agreement, he, as such Executor and with full authority, executed the same voluntarily on the day the same bears date.

Given under my official hand and seal this the 2nd day of April , 1987.

Notary Public

My Commission Expires:

C Rill Mari

2/8/8/8

This	instrument	WAS	prepared	bу

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			<i>7</i>
(Name)	ALLACE, ELLIS, H	EAD & FOWLER, Attorneys	***************************************
(Address)	Columbiana, Alabam	ma 35051	,+
Form 1-1-22 Rev. 1-66 MORTGAGE-LAWYE	RS TITLE INSURANC	CE CORPORATION, Birmingham, Alabama	
STATE OF ALABAM.	A } KNO	OW ALL MEN BY THESE PRESENTS: That Who	ereas,
COUNTY OF SHELL	3 Y)	_ +	3 //)

Benny Davis, a single man

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

W. J. Mims

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

310

FORTY-FIVE THOUSAND AND NO/100 promissory note of even date in the amount of \$45,000.00), evidenced by (\$45,000.00 together with interest upon the unpaid portion thereof from date at the rate of eight per cent per annum, in monthly installments of \$500.00 payable on the 15th day of each month after date, commencing sixty days from date, 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.

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 County, State of Alabama, to-wit: Shelby real estate, situated in 800K

Commence at the Northeast corner of the SE% of the SE%, Section 27, Township 21 South, Range 1 West, thence run South along the East line of said 🛂 🕏 Section 120.86 feet to the North R/W line of Ala. Highway No. 25; thence turn an angle of 49 deg. 45' to the right and run along said R/W line a distance of 330.70 feet to the point of beginning, thence continue along said Hwy. R/W a distance of 200.00 feet; thence turn an angle of 90 deg. 00' to the right and run a distance of 607.61 feet, more or less, to the North line of the SE% of the SE%, Section 27; thence turn an angle of 130 deg. 15' to the right and run along said North line a distance of 262.04 feet; thence turn an angle of 49 deg. 45' to the right and run a distance of 438.30 feet, more or less, to the North R/W line of Ala. Hwy. No. 25 and the point of beginning. Situated in the SE% of the SE%, Section 27, Township 21 South, Range 1 West, Shelby County, Alabama, and containg 2.40 acres.

Together with all improvements located thereon including but not being limited to the 30' by 80' concrete block building and the 25' "O Dome" building.

Birmingham dated September 2, 1975, recorded in Probate Office of Shelby County, Alabama, in Mortgage Book 348, page 543.

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a property is a negative 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 Mortgugee, 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 renconable attorney's fee; Becond, 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	Benny Davis	
	STATE SEALA SHELEN CB. I DERTIFY THES ISTRIMENT WASH ILED INFOCT 12 BH 30: 29 Candrad And Candraf JUDGE OF FRODATE JUDGE OF FRODATE SHIPPING AND CANDER OF FRODATE JUDGE OF FRODATE SHIPPING AND CANDER OF FRODATE JUDGE OF FRODATE SHIPPING AND CANDER OF FRODATE JUDGE OF FRODATE SHIPPING AND CANDER OF FRODATE JUDGE OF FRODATE J	20th day of September	, 19 76. (SEAL) (SEAL) (SEAL)
	THE STATE of ALABAMA		
	SHELBY COUNTY		一种特别。 1987年第15年 178
S PAGE DIU /	I, the undersigned hereby certify that Benny Davis whose name is signed to the foregoing conveyance, and we that being informed of the contents of the conveyance he Given under my hand and official seal this 20th	, a Notary Public in and for sa the jsknown to me acknowledge executed the same voluntarily on the same day of September	proré me en chis day,
500	THE STATE of COUNTY		31174
ЭООК	I, hereby certify that	, a Notary Public in and for sa	id County, in said State,
• •	whose name as a corporation, is signed to the foregoing conveyance, and being informed of the contents of such conveyance, he, as for and as the act of said corporation.	such officer and with full authority, execu	re me, on this day that, ated the same voluntarily
	Given under my hand and official seal, this the	day of	;å
Ž,		+B++++++++++++++++++++++++++++++++++++	مناورها والتحريقية الميادية والمسادد .
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Bizminghum, Ala.3526

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Return to:

MORTGAGE DEED

THIS FORM FROM

Title Insurance Groporation TITLE INSURANCE — ABSTRACTS

Birmingham. Alabama

PROMISSORY NOTE

\$50,000.00

11000

For value received, the undersigned promises to pay to the order of

W. J. Mims

DOLLARS,

the principal sum of Fifty thousand and no/100 -----

at the rate of 8 % per

(\$50,000.00), with interest thereon from

date

annum, the principal and interest payable as follows, namely:

The principal of Fifty thousand and no/100 (\$50,000.00) Dollars shall be payable three years from the date hereof and interest at the rate of 8% on the unpaid balance shall be paid quarterly commencing ninety (90) days from the date hereof and a like installment of interest each ninety (90) days thereafter until said note is paid in full. The maker of this note shall have the option to extend payment of the principal due hereunder for an additional period of one year from the above stated due date.

Payable at the office of Columbiana, Alabama,

or such other place as the holder of the note may designate.

This note is secured by a mortgage on real property in Alabama.

In the event of default in the payment of any instalment of principal or interest the entire indebtedness shall become due and payable at once and in full at the option of the holder thereof.

The parties of this instrument, whether maker, endorser, surety or guarantor, each for himself hereby severally waives as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, or of any other State, as to personal property, and they each severally agree to pay all costs of collection or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by any attorney consulted, with reference to suit or otherwise. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them or any of them and they severally agree that time of payment may be extended or a renewal note taken or other indulgence granted without notice of, or consent to, such action, without release of liability of any such party. This note may be declared due and payable with interest computed or abated to date at any time by notation hereon by the holder in the event of the insolvency of, general assignment by, judgment against or petition in bankruptcy by or against any such party liable hereunder, subject to terms of mortgage.

This 27 day of Decober 1977

Benny Davis

bУ	l by	prepared	WAS	instrument	This
•	• •	prepareu	WHO	instrument	This

11CC 12 11	Dening Donne
11CC Carried and the	\$50,000.00

(Name) WALLACE, ELLIS, HEAD & FOWLER

(Address) Columbiana, Alabama 35051

NORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Benny Davis, a single man

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

W. J. Mims

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

Sof Fifty thousand and no/100

Sof Fifty thousand and no/100

Residenced by one promissory note of this date payable as follows: 3 The sof 50,000.00

From the date hereof and interest at the rate of 8% on the unpaid balance shall be paid quarterly commoncing ninety (90) days from the date hereof and a like installment of interest each ninety (90) days thereafter until said mortgage is paid in full. The maker of this mortgage shall have the option to extend payment of the principal due hereunder for an additional period of one year from the above stated due 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,

Benny Davis, a single man

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described county, State of Alabama, to-wit real estate, situated in Shelby

Range 1 West, thence run South along the East line of said 1/4 Section a distance of 120.86 feet to the Northwest ROM line of Alabama Highway 25; thence turn an angle of 49 deg. 45 min. to the right and run along said ROW line a distance of 830.70 feet; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 870.00 feet, more or less, to the North line of said 1/4 Section; thence run East along the North line of said 1/4 Section a distance of 1200 feet, more or less, to the point of beginning.

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 anid 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 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, (by the division thereof) where said property is located, at public outcry, to the highest

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	foreclosed, said fee to be a part of t	
s 🥳 Benny Davi	s, a single man	
have hereunto set my signature and seal,	this day of Decemb	er . 1977 (SEAL)
	Benny Da	VÍS (SEAL)
	Partarente manarente anticata de proposiciones de la proposicione de la proposiciones de la proposiciones de la proposicione de la proposiciones del proposiciones de la proposicione del proposicione de la proposicione de la proposicione della proposicione de la proposicione della proposic	(SEAL)
		(SEAL)
THE STATE of Alabama		
Shelby COUNTY	•	
hereby certify that Benny Davis, a single	• • • • • • • • • • • • • • • • • • • •	and for said County, in said State,
		knowledged before me on this day,
whose name IS signed to the foregoing conveyance, that being informed of the contents of the conveyance	-	
Given under my hand and official seal this	day of December	, 19 77 Notary Public.
THE STATE of ALABAMA		
.) SHELBY COUNTY J - I, Gale B. Farr	, a Notary Public in	and for said County, in said State,
hereby certify that		
whose name as a corporation, is signed to the foregoing conveyance,	of and who is known to me, acknowle	edged before me, on this day that,
being informed of the contents of such conveyance, he	e, as such officer and with full auth	ority, executed the same voluntarily
for and as the act of said corporation.	10Th	70 10 5 7
Given under my hand and official seal, this the	Jale D.	-tan
for and as the act of said corporation. Given under my hand and official seal, this the		
Given under my hand and official seal, this the	Hy Commission English	
Given under my hand and official seal, this the		
Given under my hand and official seal, this the		September 29, 1979
		5. tomber 29, 1979
377		Landiar 29, 1979
DEED		Off Griporation Swin Swin Swin
DEED		FROM The Griporation Division Alabama
Dec, 22, 1977 TO GAGE DEED		FORM FROM Insurance Granation warantee Binision LANCE — ABSTRACTS gham, Alabams
DEED		Off Griporation Swin Swin Swin

Return to:

PROMISSORY NOTE

\$50,000.00

For value received, the undersigned promises to pay to the order of

W. J. Mims

_DOLLARS,

the principal sum of Fifty thousand and no/100 ----

at the rate of 8 % per

(\$ 50,000.00), with interest thereon from November 1, 1976

annum, the principal and interest payable as follows, namely:

The principal of Fifty thousand and no/100 (\$50,000.00) Dollars shall be payable three years from the date hereof and interest at the rate of 8% on the unpaid balance shall be paid quarterly commencing ninety (90) days from the date hereof and a like installment of interest each ninety (90) days thereafter until said note is paid in full. Said interest shall be computed and payable from November 1, 1976. The maker of this note shall have the option to extend payment of the principal due hereunder for an additional period of one year from the above stated due date.

Payable at Max Richards 510 North 18th Street, Birmingham, Alabama 35203 or such other place as the holder of the note may designate.

This note is secured by a mortgage on real property in Alabama.

In the event of default in the payment of any instalment of principal or interest the entire indebtedness shall become due and payable at once and in full at the option of the holder thereof.

The parties of this instrument, whether maker, endorser, surety or guarantor, each for himself hereby severally waives as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, or of any other State, as to personal property, and they each severally agree to pay all costs of collection or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by any attorney consulted, with reference to suit or otherwise. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them or any of them and they severally agree that time of payment may be extended or a renewal note taken or other indulgence granted without notice of, or consent to, such action, without release of liability of any such party. This note may be declared due and payable with interest computed or abated to date at any time by notation hereon by the holder in the event of the insolvency of, general assignment by, judgment against or petition in bankruptcy by or against any such party liable hereunder, subject to terms of mortgage.

This 8th day of April

800K _ 124 PAGE 969

Service 1

of Shelby

COUNTY

124

		•										
(Name)	WALLACE,	ELLIS,	HEAD	& FOW	LER			286		,4.,,44,,,44	,	
(Address)	COLUMBIAN	ALALALAI	BAMA3	35.051				******	**************************************			
Form 1-1-22 R MORTGAG	ev. 1-66 E—LAWYEI	RS TITLE	INSUR	ANCE (CORPORA	ATION, I	Birmingh	am, Alabar	na	<u> </u>		
STATE OF	ALABAMA		1	UNIOW	ALL ME	יא פע אי	HESE P	RESENTS	That W	heress.		

Benny Davis, a single man

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

W. J. Mims

(hereinafter called "Mortgagee", whether one or more), in the sum Fifty thousand and no/100 -----Dollars (\$ 50,000.00), evidenced by one promissory note of this date payable as follows: The principal of Fifty thousand and no/100 (\$50,000.00) Dollars shall be payable three years from the date hereof and interest at the rate of 8% on the unpaid balance shall be paid quarterly commencing ninety (90) days from the date hereof and a like installment of interest each ninety (90) days thereafter until said mortgage is paid in full. Said interest shall be computed and payable from November 1, 1976. The maker of this mortgage shall have the option to extend payment of the principal due hereunder for an additional period of one year from the above stated due 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, Benny Davis, a single man

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described County, State of Alabama, to-wit: Shelby real estate, situated in

Commence at the Northeast corner of the SE's of the SE's, Section 27, Township 21 South, Range 1 West, thence run South along the East line of said 1/4 Section 120.86 feet to the North R/Walfne of Ala. Highway No. 25; thence turn an angle of 49 deg. 45 min. to the right and run along said R/W line a distance of 330.70 feet to the point of beginning, thence continue along said Hwy. R/W a distance of 200.00 feet; thence turn an angle of 90 deg. 00 min. To the right and run a distance of 607.61 feet, more or less, to the North line of the SE% of the SE%, Section 27; thence turn an angle of 130 deg. 15 min. to the right and run along said North line a distance of 262.04 feet; thence turn an angle: of 49 deg. 45 min. to the right and run a distance of 438.30 feet, more or less, to the North R/W line of Ala. Hwy. No. 25 and the point of beginning. Situated in the SE $_{4}$ of $_{1}$ the SE%, Section 27, Township 21 South, Range 1 West, Shelby County, Alabama, and containing 2.40 acres.

Recorded in Real Volume #372 at Pose 963 in the Probate office of Shelly County alabore

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 for-

or should the interest of said Mortgages 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 for; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure

of this mortgage	WHEREOF the under Name 1	vis, a single m	an	•	
have hereunto se		and seal, this	Renny Davis	Don	, 19 78 (SEAL)
			*************************	,>> 2	(SEAL)
THE STATE of Shelb	ndersigned	COUNTY	, a Notary	Public in and for said	County in said State,
that being inform		ing conveyance, and we the conveyance he seal this	tho is known ame day of	voluntarily on the da	y the same bears date.
<u> </u>			7 1475	- 0	The state of the s
THE STATE of I, hereby certify the	ıt	COUNTY	, a Notary	Public in and for said	d County, in said State,
I, hereby certify the whose name as a corporation, is being informed of		of oing conveyance, and ch conveyance, he, as	who is known to me such officer and with day of	, acknowledged before a full authority, execut	e me, on this day that, ted the same voluntarily , 19
I, hereby certify the whose name as a corporation, is being informed of	signed to the forego of the contents of suc t of said corporation.	of oing conveyance, and ch conveyance, he, as	who is known to me such officer and with day of	, acknowledged before a full authority, execut	e me, on this day that, ted the same voluntarily

Return to:

lawyers

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS and ASSIGNS to Joseph M. Mims, all of the undersigned's rights, privileges, and obligations under the attached Agreement between Benny Davis and the undersigned, dated April 2, 1987.

This transfer is made without recourse and without any warranty whatsoever.

IN WITNESS WHEREOF, the undersigned does hereunto set his hand and seal this the 201 day of April, 1987.

ESTATE OF W. J. MIMS

As Executor

STATE OF ALA, SHELBY CO.

I CERTIFY THIS
INSTRUMENT WAS FILED

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