

This instrument was prepared by

Send Tax Notice  
King and Fowler Real Estate, Inc.  
P. O. Box 356  
Pelham, Alabama 352124

(Name) J. Michael Campbell, Attorney

(Address) 1407 City Federal Building, Birmingham, Alabama 35203

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

King and Fowler Real Estate, Inc.

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Alta J. King, an unmarried woman

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

of  
(\$ 50,100.00), evidenced by a promissory note between the parties of even date for the total  
sum of \$50,100.00

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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, King and Fowler Real Estate, Inc.

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 parcel of land located in Section 26, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Begin at The Northwestern corner of Lot 54 of KINGWOOD, First Addition, as recorded in Map Book 6, Page 90 in the Office of the Judge of Probate in Shelby County, Alabama, thence in a Southeasterly direction, along the Northeasterly line of said Lot 54, a distance of 135.0 feet, thence 87 degrees 06 minutes 23 seconds right, in a Southwesterly direction, a distance of 265.57 feet, thence 77 degrees 30 minutes 01 second left, in a Southeasterly direction, a distance of 143.51 feet, thence 23 degrees 11 minutes 38 seconds right, in a Southeasterly direction, a distance of 140.81 feet, thence 18 degrees 31 minutes 48 seconds right, in a Southeasterly direction, a distance of 132.49 feet, thence 82 degrees 46 minutes 48 seconds left, in an Easterly direction, a distance of 151.39 feet, thence 90 degrees left, in a Northerly direction, a distance of 11.20 feet, thence 90 degrees right, in an Easterly direction, a distance of 50.0 feet to the beginning of a curve to the left, said curve having a radius of 533.92 feet and a central angle of 14 degrees 10 minutes 14 seconds, thence 90 degrees left to tangent of said curve, thence along arc of said curve, in a Northerly direction, a distance of 132.05 feet to end of said curve, thence 85 degrees 19 minutes 38 seconds right from tangent of said curve, in a Northeasterly direction, a distance of 147.19 feet, thence 86 degrees 55 minutes 05 seconds left, in a Northwesternly direction, a distance of 130.76 feet, thence 11 degrees 55 minutes 32 seconds right, in a Northwesternly direction, a distance of 80.79 feet, thence 9 degrees 49 minutes 27 seconds right, in a Northerly direction, a distance of 108.69 feet, thence 7 degrees 55 minutes 57 seconds right, in a Northeasterly direction, a distance of 180.0 feet, thence 90 degrees left, in a Southwesterly direction, a distance of 442.09 feet to the beginning of a curve to the right, said curve having a radius of 25.0 feet and a central angle of 79 degrees 20 minutes 16 seconds, thence along arc of said curve, in a Northwesternly direction, a distance of 34.62 feet to a point on the Northeasterly Right of Way Line of King Charles Court, thence 180 degrees right, measured to the tangent of a curve to the right, said curve having a radius of 245.24 feet and a central angle of 28 degrees 51 minutes 44 seconds, thence along arc of said curve, and said Right of Way Line, in a Southwesterly direction, a distance of 123.54 feet, to end of said curve, thence continue in a Southwesterly direction, along said Right Of Way Line, a distance of 40.0 feet to the Point of Beginning. Said parcel contains 6.25 acres and is not located in a flood prone area according to the Federal Insurance Administration Flood Hazard Boundary Map. Subject to all covenants, restriction, and easement of record; unpaid ad valorem taxes to date, if any.

This is a corrective mortgage and is executed to correct the legal description contained in that certain mortgage recorded in Book at Page in the Probate Records of Shelby County, Alabama.

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

have hereunto set signature and seal, this

day of , 19

*Alta J. King*

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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THE STATE of

COUNTY

I,

, a Notary Public in and for said County, in said State,

hereby certify that

whose name signed to the foregoing conveyance, and who  
that being informed of the contents of the conveyance  
Given under my hand and official seal this

known to me acknowledged before me on this day,  
executed the same voluntarily on the day the same bears date.  
day of , 19  
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

8th day of

November , 19 84

*Alta J. King*

Notary Public

My Commission Expires May 1, 1985

STATE OF ALA. CHIEF CLERK  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1987 AUG 25 PM 1:52  
*Thomas P. ...*  
JUDGE OF PROBATE

MORTGAGE DEED

RECORDING FEES  
Recording Fee \$ 5.00  
Index Fee 1.00  
TOTAL \$ 6.00

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

return to:  
TO