

This instrument was prepared by

(Name) WALLACE, ELLIS, HEAD & FOWLER, ATTORNEYS AT LAW

(Address) COLUMBIANA, ALABAMA 35051

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY

1671
KNOW ALL MEN BY THESE PRESENTS: That Whereas,

George L. Edwards, Jr. and wife, Elizabeth Ann Edwards

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

Alene Osborn

(hereinafter called "Mortgagee", whether one or more), in the sum of Ninety-six thousand seven hundred ninety-nine and 50/100----- Dollars (\$ 96,799.50), evidenced by one promissory real estate mortgage none executed this 15th day of October, 1987, due and payable in accordance with the terms and provisions of said note.

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,

George L. Edwards, Jr. and wife, Elizabeth Ann Edwards

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:

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Commence at the Southeast corner of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 24, Township 19 South, Range 1 West and run Northerly along the East boundary line of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 605.85 feet to a point on the Northernmost right-of-way line of County Highway No. 440 and the point of beginning; thence turn an angle of 69 deg. 02 min. 26 sec. right and run Northeasterly along said right-of-way line a distance of 782.50 feet to a point; thence turn an angle of 68 deg. 27 min. 46 sec. left and leaving said right-of-way line, run Northerly a distance of 1439.35 feet to a point on a ridge known as Straight Ridge; thence turn an angle of 140 deg. 19 min. 46 sec. left and run Southwesterly along said Straight Ridge a distance of 244.93 feet to a point; thence turn an angle of 14 deg. 39 min. 45 sec. right and continue along said Straight Ridge a distance of 181.61 feet to a point; thence turn an angle of 7 deg. 21 min. 00 sec. right and continue along said Straight Ridge a distance of 121.50 feet to a point; thence turn an angle of 7 deg. 42 min. 30 sec. right and continue along said Straight Ridge a distance of 199.18 feet to a point; thence turn an angle of 10 deg. 38 min. 40 sec. left and continue along said Straight Ridge a distance of 193.03 feet to a point; thence turn an angle of 2 deg. 32 min. 40 sec. left and continue along said Straight Ridge a distance of 417.44 feet to a point; thence turn an angle of 0 deg. 18 min. 20 sec. left and continue along said Straight Ridge a distance of 353.89 feet to a point; thence turn an angle of 99 deg. 10 min. 36 sec. left and leaving said Straight Ridge, run Southeasterly a distance of 798.29 feet to a point; thence turn an angle of 21 deg. 44 min. 33 sec. right and run Southeasterly a distance of 225.72 feet to a point on the Northernmost right-of-way line of County Highway No. 440; thence turn an angle of 90 deg. 00 min. 00 sec. left and run Northeasterly along said right-of-way line a distance of 47.55 feet to the point of beginning; said parcel is lying in the SE $\frac{1}{4}$ of Section 24, Township 19 South, Range 1 West. According to description by H. King, dated September 14, 1987.

It is agreed and understood that the mortgagors herein shall have the right at any time to prepay all or any part of said above indebtedness, without penalty, by paying such amount of principal plus the accrued interest as of such prepayment date.

Return to: Mrs. Alene Osborn
1400 Canasta Road

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

George L. Edwards, Jr. and wife, Elizabeth Ann Edwards

have hereunto set their signatures S and seal, this

15th day of October

1987

George L. Edwards, Jr. (SEAL)

Elizabeth Ann Edwards (SEAL)

Elizabeth Ann Edwards (SEAL)

(SEAL)

(SEAL)

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THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned authority
hereby certify that George L. Edwards, Jr. and wife, Elizabeth Ann Edwards

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

whose names are signed to the foregoing conveyance, and who are 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 15th day of October, 1987

Notary Public.

THE STATE of

COUNTY

I,
hereby certify that

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

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

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

1987 OCT 15 AM 11:17

Judge of Probate

1. Deed Tax \$
2. Mtg. Tax 145.20
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 151.20

MORTGAGE DEED

TO

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