

This instrument was prepared by

(Name).....Don Haney

(Address).....1695 Burning Tree Drive Pelham, AL 35124

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Steve Dunnaway And Sandra G. Dunnaway
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

E. Donald Haney And Jeanne L. Haney

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

of Twenty-one thousand and no/100
(\$ 21,000.00), evidenced by

Sales Contract And Real Estate Mortgage 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,
Steve Dunnaway And Sandra G. Dunnaway

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:

Begin at the Southwest corner of Section 16, Township 21 South, Range 3 West; thence north along the west line of said Section 16 for 316.00 feet to the point of beginning; thence continue north along said west line 395.00 feet to the southwest right of way of Climax Street as shown on map of R. E. haley's map of the Town of Maylene, as recorded in Map Book 3 page 75 in the Shelby County Probate Office; thence right 104 deg. 23 min. in a southeasterly direction along said southwest right of way 340.00 feet to the northwest corner of Lot 35 of said map; thence right 57 deg. 10 min. in a southeasterly direction along the west line of said Lot 35 for 448.30 feet to the southeast corner of said lot 35, said corner being on the north line of Lot 33 of said map; thence right 99 deg. 24 min. in a westerly direction along said north line of lot 33 for 155.00 feet to the northwest corner of said lot 33; thence left 96 deg. 30 min. in a southerly direction along the west line of said Lot 33 for 360 feet to the southwest corner of said Lot 33; thence right 103 deg. 34 min. in a westerly direction 415 feet to the point of beginning; being situated in Shelby County, Alabama.

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 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

1st day of August, 1988
Steve Dunnaway (SEAL)
Steve Dunnaway (SEAL)
Sandra G. Dunnaway (SEAL)
Sandra G. Dunnaway (SEAL)

BOOK 200 PAGE 828

THE STATE of

COUNTY }

I, *Ruth P. Webb*

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

hereby certify that Steve and Sandra G. Dunnaway

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

Given under my hand and official seal this 2nd day of August, 1988
Ruth P. Webb - Notary Public.

THE STATE of

COUNTY }

I,

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

STATE OF ALA. SHELBY COUNTY, Notary Public
I CERTIFY THIS INSTRUMENT WAS FILED

08 AUG 23 PM 1:06

Thomas A. Shouder, Jr.
JUDGE OF PROBATE

Return to:

E. D. Haney
1695 Burning Tree Drive
Pelham, AL. 35124

TO

MORTGAGE DEED

1. Dead Tax \$
2. Mtg. Tax 31.50
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 37.50

This form furnished by

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203