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Form 1-1-22 Rev. 1-68

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

ANDREW B. MOORE and wife, DIANE M. MOORE

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

HOWARD L. BUTLER, BEN JACKSON BUTLER and JESSIE BUTLER JONES

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Twenty Thousand & No/100 ----- Dollars  
(\$ 20,000.00 ), evidenced by a promissory note executed simultaneously herewith

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,

ANDREW B. MOORE and wife, DIANE M. MOORE

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 tract of land situated in the City of Columbiana, Alabama, and in the Northwest ¼ of the Northeast ¼ of Section 26, Township 21 South, Range 1 West and more particularly described as follows: Commence at the Northeast corner of the Northwest ¼ of the Northeast ¼, thence run West along the North line of said ¼-¼ section a distance of 464.0 feet to the Point of Beginning; thence turn an angle of 111 degrees, 0 minutes left and run a distance of 300.25 feet; thence turn an angle of 111 degrees, 0 minutes to the right and run a distance of 120.0 feet to the east line of a 20 ft. wide street right of way, known as Butler Street; thence turn an angle of 69 degrees to the right and run along said east line of street, a distance of 63.68 feet; thence turn an angle of 90 degrees to the left and run a distance of 20 feet to the west line of Butler Street; thence turn an angle right of 34 degrees, 28 minutes and run a distance of 57.54 feet; thence turn an angle of 70 degrees, 38 minutes to the right and run a distance of 94.66 feet; thence turn an angle of 26 degrees, 54 minutes to the right and run a distance of 80 feet to the West line of aforementioned Butler Street; thence run along the West line of said street on a curve to the right, said curve having a radius of 96.19 feet and a central angle of 57 degrees 17 minutes, 45 seconds, an arc distance of 120.24 feet; thence turn an angle of 90 degrees to the right and run a distance of 20 feet to the point of beginning. Less and except any part lying within Butler Street. According to the survey of William J. Finley, Alabama L.S. Reg.No. 6009, said survey dated August 16, 1988.

Subject to taxes for the year 1988, a lien not yet due and payable. Subject to permit to Alabama Power Company as recorded in Deed Book 127, Page 337 in Probate Office of Shelby County, Alabama.

To Have And to hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, 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

ANDREW B. MOORE and wife, DIANE M. MOORE

have hereunto set their signature S and seal, this 19th day of August, 1988

*Andrew B. Moore* (SEAL)  
Andrew B. Moore

*Diane M. Moore* (SEAL)  
Diane M. Moore

THE STATE of Alabama  
Jefferson

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that Andrew B. Moore and wife, Diane M. Moore

whose name 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 19th day of August, 1988

*Diane M. Moore* 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 day of, 19

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED.

88 AUG 23 PM 12:36

*Thomas A. Shumaker, Jr.*  
JUDGE OF PROBATE

MORTGAGE DEED

1. Dead Tax :  
2. Mig Tax 30.00  
3. Recording Fee 5.00  
4. Indexing Fee 1.00  
TOTAL 36.00

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

Birmingham, Alabama

Return to:

TO