

This instrument was prepared by

(Name) Wallace, Ellis, Head & Fowler

(Address) Columbiana, Alabama 35051

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,

Samuel E. Bristow and wife, Shannon E. Bristow

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

Lilla J. Bristow

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

of Fifty-Five Thousand and no/100

(\$55,000.00), evidenced by one Real Estate Mortgage Note of this date in the amount of \$55,000.00, together with interest upon the unpaid portion thereof from date at the rate of 8% per annum, in monthly installments of \$525.61, payable on the 20th day of each month after date, commencing October 20, 1988, 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,

Samuel E. Bristow and wife, Shannon E. Bristow

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:

Lot No. 9 according to Willow Island Subdivision, the same being a part of the NW 1/4 of SE 1/4 of Section 13, Township 22 South, Range 1 East, a plat of said Subdivision is recorded in Map Book 4 on page 73 in the Probate Office of Shelby County, Alabama.

Together with the right to use, but not to cut any merchantable timber, all lands, lying between the above described lot and the water level of the Coosa River, provided such land to be used shall not be wider than the lines of the lot above described if the same were extended and projected from their present terminus to the water level. All rights are subject to the right of grantors to continue to obtain a lease on said lands from the Alabama Power Company or any successor owner. Should said lease be terminated, then the right to use said lands between said lot and the water level shall terminate also. In addition to the above, grantors do hereby convey to the grantees and to their successors and assigns the right of ingress and egress to and from the Coosa River by a causeway recently constructed.

The grantees herein, their successors and assigns shall also have the right to use the boat launching facilities and picnic area located in said Subdivision; provided, however, there shall be no burden on the grantors to maintain said facilities between the time of the execution of this deed and the time the same is submerged by the raising of the water level of the Coosa River. It is understood there is no liability on the grantors, or their successors or assigns for any injuries suffered by any persons using said launching facilities.

Said lot is conveyed subject to the protective covenants recorded in Deed Book 220, page 891 in the Probate Office of Shelby County, Alabama.

Being the same property referred to in the Trustee's Deed which is recorded in Book 103 at page 609, office of Judge of Probate of Shelby County, Alabama in paragraph No. E thereof, as being the "LAKE PROPERTY".

This is a Purchase Money Mortgage.

Mortgagors shall have the right to prepay, at any time, all or any part of the above stated indebtedness, without penalty, by paying such amount of prepayment plus accrued interest as of such prepayment date.

1473-Paragon Pkwy.
Birmingham, AL
35235

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 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

have hereunto set OUR signature S and seal, this 16th day of September, 1988.

Samuel E. Bristow (SEAL)
(Samuel E. Bristow)

(SEAL)

Shannon E. Bristow (SEAL)
(Shannon E. Bristow)

(SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned
hereby certify that

Samuel E. Bristow and wife, Shannon E. Bristow
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 16th day of September, 1988.
James Bristow 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 ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

88 SEP 20 AM 9:35

Thomas A. Bristow
JUDGE OF PROBATE

1. Deed Tax \$
2. Mtg. Tax 82.50
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 88.50

MORTGAGE DEED

TO

Return to:

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

Birmingham, Alabama