THIS INSTRUMENT PREPARED BY:

1002

NAME: Clark Watson

ADDRESS: Suite 900, 2001 Park Place North
Birmingham, AL 35203

MORTGAGE — ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

SHELBY COUNTY

Know All Men By These Presents, that whereas the undersigned

justly indebted to EVELYN LEE BAKER

in the sum of Two Hundred Eighty Thousand and no/100 --------------------

evidenced by one promissory note of even date, together with interest thereon at the rate of ten (10) percent per annum, payable in 60 monthly installments of $3,008.88 commencing on the first day of January, 1989, and due and ** and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, JACK G. LEVINE, JR.

do, or does, hereby grant, bargain, sell and convey unto the said

(hereinafter called Mortgagee) the following described real property situated in

SHELBY County, Alabama, to-wit:.

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See attached Exhibit "A" for legal description.

This is a purchase money mortgage the proceed of which have been applied to the purchase price of the property described herein and conveyed to the Mortgagor simultaneously herewith.

This mortgage and the indebtedness secured hereby is and shall be assignable by the Mortgagor and assumable by his assignees.

This mortgage may be prepaid at any time without penalty.

**payable on the first day of each month thereafter. One final balloon payment of $227,686.87 is due and payable on January 1, 1994.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

Dingle Sexton

FORM ATC-5

on; 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 14th day of November 1988

WITNESSES:

Jack G. Levine, Jr. (Seal)
JACK G. LEVINE, JR.

_______________ (Seal)

_______________ (Seal)

_______________ (Seal)

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STATE OF

JEFFERSON County

General Acknowledgement

I, the undersigned, Mary Paulette Osborn, a Notary Public in and for said County in said State, hereby certify that Jack G. Levine, Jr. whose name 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 the conveyance has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of November 1988

Mary Paulette Osborn Notary Public.
My commission expires 7-24-89

STATE OF
COUNTY OF

Corporate Acknowledgement

I, a Notary Public in and for said County, in said State, hereby certify that whose name as President 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 the 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

Return to
TINGLE, SEXTON, MURVIN, WATSON & BATES, P.C.
Suite 900 Park Place Tower
2001 Park Place North
Birmingham, Alabama 35203

TO

MORTGAGE

This Form Furnished by
ALABAMA TITLE CO., INC.
2233 SECOND AVE. NO.
BIRMINGHAM, ALABAMA 35203

EXHIBIT "A"

Tract No. 1, according to the Map of D. N. Lee Estates as per map recorded in Map Book 3 page 115, in the Probate Office of Shelby County, Alabama, except that part conveyed to Ann Little Lee by deed dated October 11, 1951 and recorded in Deed Book 148 page 470 in the Office of the Judge of Probate, Shelby County, Alabama, described as follows: A strip of land of the uniform width of 80 feet evenly off the North side of Tract numbered 1, in the Survey of the D.N. Lee Estate, made by W. R. Walker, Surveyor, on August 2, 1951, and which will be filed for record in the Probate Office of Shelby County, Alabama; also all of a triangular part of said Tract Numbered 1 which lies East of Valley Road, as shown on map, and North of the South line of Tract Numbered 2-A, if extended in the same course and Northwesterly to the said Valley Road, situated in the SE 1/4 of SW 1/4 of Section 29, Township 18 South, Range 1, West, Shelby County, Alabama; being situated in Shelby County, Alabama.

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STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED
88 NOV 15 PM 7:23
Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax $ ____
2. Mtg. Tax 420.00
3. Recording Fee 7.50
4. Indexing Fee 1.00
TOTAL 428.50