

This instrument was prepared by

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Form 1-1-22 Rev. 1-55

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

HAZEL ALEXANDER

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

(hereinafter called "Mortgagee", whether one or more), in the sum of THIRTY-TWO THOUSAND ONE HUNDRED AND NO/100 Dollars (\$32,100.00), evidenced by one promissory note of even date executed contemporaneously herewith for the principal amount of \$32,100.00, bearing interest a 10.5% per annum from date hereof, due and payable in 120 successive monthly installments of \$433.15, the first payment of \$433.15 being due and payable on March 5, 1989.

Mortgagor expressly reserves the right to pay-off the entire indebtedness hereby secured and to receive the benefit of any unaccrued interest thereon.

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, Hazel Alexander

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:

Commence at the NW corner of the SE 1/4 of SW 1/4 of Section 35, T 17, R 1 E, from said corner run South along said 1/4 line a distance of 634 feet for a point of beginning, continue along the same course a distance of 686 feet more or less to the SW corner of said 1/4; thence turn left 90 degrees and run along S line of said forty a distance of 1320 feet more or less to the SE corner of said forty; thence turn 90 degrees left and run North along the East line of said forty a distance of 1320 feet more or less to the NE corner of said forty; thence turn left 90 degrees and run West along the North line of said forty a distance of 686 feet to a point; thence in a straight line to a point of 634 feet South of the NW corner and being on the West line to the point of beginning. Containing 34.5 acres more or less in the above-described quarter section. The grantor does hereby grant to the grantee an easement being 20 feet wide for the purpose of ingress and egress and to run with the land herein conveyed. The above legal less and except that portion of the above-described property conveyed by deeds recorded in Deed Book 256, Page 21; Deed Book 287, Page 15; Deed Book 294, Page 387; Deed Book 283, Page 648; Deed Book 300, Page 500, and corrected and rerecorded in Real Record 28, Page 243; Deed Book 300, Page 501; Deed Book 283, Page 647, and Deed Book 325, Page 691, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

AND

Commence at the NE corner of the SE 1/4 of SW 1/4 of Section 35, T 17 S, R 1 E, Shelby County, Alabama; from said corner go West along 1/4-1/4 line a distance of 686 feet, this being the point of beginning; reverse said course to the NE corner of SE 1/4 of SW 1/4 of said Section; thence S along the E line of said 1/4-1/4, a distance of 840 feet to a point; thence in a north-westerly direction along a chert road right-of-way a distance of 1183 feet more or less to the point of beginning.

Situated in Shelby County, Alabama.

Professional

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 HAZEL ALEXANDER

have hereunto set her signature and seal, this 6th day of February, 1989

HAZEL ALEXANDER

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA

SHELBY

COUNTY

I, the undersigned
hereby certify that Hazel Alexander

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

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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of February, 1989

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

1. Deed Tax \$
2. Mtg. Tax 48.15
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 54.15

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

89 MAR 16 PM 3:29

JUDGE OF PROBATE

Return to:

HAZEL ALEXANDER

TO

CURTIS WHITE

MORTGAGE DEED

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

Birmingham, Alabama

BOOK 230 PAGE 561