

This instrument was prepared by

(Name) Walter Fletcher ¹⁸⁶⁷

(Address) 2121 Highland Avenue South, Birmingham, Alabama 35201

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY of Jefferson }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

James Jones, ^{or} married man

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

Simone J. Amato and Leslie Amato

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

of Two hundred sixty thousand and no/100-----Dollars
(\$ 260,000.00), evidenced by promissory note of even date 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,

James Jones

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:

See Exhibit "A" attached hereto and made hereof.

Mortgagee agrees to release property from the lien of this mortgage upon the payment of Five Thousand Dollars, plus all accrued interest for each acre to be released. The mortgagor shall have the right to choose the property to be released, provided, however, that a sixty-foot right of way for ingress and egress and for public utilities is reserved from the released property to a paved public road.

This is a purchase money mortgage given to secure the balance of the purchase price for the above described property.

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

James Jones

have hereunto set my signature and seal, this 24th day of May, 19 89

James Jones (SEAL)
James Jones (SEAL)
(SEAL)
(SEAL)

THE STATE of Alabama }
Jefferson COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that James Jones, *married* man

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

Given under my hand and official seal this 24th day of May, 19 89
Walter Fletcher 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

Notary Public

Walter Fletcher
Dominick, Fletcher, Yeilding,
Return to: Wood & Lloyd, P.A.
P. O. Box 1387
Birmingham, AL 35201

James Jones
TO
Simone Amato and Leslie Amato

MORTGAGE DEED

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

EXHIBIT "A"

A parcel of land in the Southwest 1/4 of Section 33, Township 20 South, Range 3 West, and in the Northwest 1/4 of Section 4, Township 21 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the Southwest corner of said Section 33; thence run East along the South section line 675.0 feet to the point of beginning; thence turn right 88 deg. 00 min. 00 sec. and run South 1341.12 feet along the East line of Tract 4 of Fox Valley Acres as recorded in Map Book 10 page 75, in the Office of the Judge of Probate of Shelby County, Alabama; thence turn left 88 deg. 08 min. 00 sec. and run East 1775 feet, more or less, to the center of Beaver Dam Creek (reference iron on line at 1720.00 feet); thence run Northeast along the center line of said creek 200 feet, more or less, to a point on the East line of the NE 1/4 of the NW 1/4 of said Section 4 (reference iron 1168.2 feet south of the Northeast 1/4 1/4 corner); thence run North along said East 1/4 1/4 line 1193.0 feet to the Northeast corner of said 1/4 1/4 Section;

thence turn left 88 deg. 34 min. 40 sec. and run West 848.72 feet along the South line of said Section 33; thence turn right 117 deg. 01 min. 53 sec. and run Northeast 778.32 feet to a point on the centerline of Shelby County Highway No. 266 and the center of Dry Creek; thence run Northeast along the center of Dry Creek 780 feet, more or less, to a point on the North line of the South 1/2 of the SW 1/4 of said Section 33; thence run West along said North line 1192.30 feet; thence turn left 81 deg. 14 min. 35 sec. and run South 212.12 feet; thence turn left 30 deg. 44 min. 59 sec. and run Southeast 70.48 feet; thence turn right 44 deg. 40 min. 57 sec. and run Southwest 103.88 feet to a point on the centerline of Shelby County Highway No. 266; thence run Westerly along said centerline the following bearings and distances; thence right 89 deg. 23 min. 04 sec. and run Northwest 43.48 feet; thence turn left 08 deg. 44 min. 01 sec. and run Northwest 52.70 feet; thence turn left 34 deg. 58 min. 15 sec. and run Southwest 44.51 feet; thence turn left 12 deg. 46 min. 51 sec. and run Southwest 44.59 feet; thence turn left 03 deg. 34 min. 37 sec. and run Southwest 85.23 feet; thence turn left 03 deg. 48 min. 16 sec. and run Southwest 120.60 feet; thence turn left 50 deg. 07 min. 30 sec. and run South 818.14 feet to a point on the South line of said Section 33; thence turn right 88 deg. 16 min. 27 sec. and run West along said Section line 190.0 feet to the point of beginning; being situated in Shelby County, Alabama.

Together with the Right of Ingress and Egress to and from the public highway over and across the adjacent land of James Edward Joyner and Imogene Collum Joyner, such public highway being North of subject property as set out in Deed Book 216, page 238.

STATE OF ALA. SHERIFF
I CERTIFY THIS
INSTRUMENT WAS FILED

89 MAY 26 AM 10:00

Thomas H. Joyner, Jr.
JUDGE OF PROBATE

| | | |
|------------------|----|--------|
| 1. Deed Tax | \$ | |
| 2. Map Tax | | 390.00 |
| 3. Recording Fee | | 7.50 |
| 4. Indexing Fee | | 2.00 |
| TOTAL | | 399.50 |