

This instrument was prepared by

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Form 1-1-22 Rev. 1-88

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY JEFFERSON

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

W. GLEN<sup>N</sup> MCGALLIARD

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

OLENE NABORS, a widow

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

of Seventeen Thousand Seven Hundred Forty and 00/100-----Dollars  
(\$ 17,740.00 ), evidenced by a promissory installment note of even date herewith

bearing interest at 8% per annum in monthly installments of Two Hundred  
Dollars, \$200.00, per month payable on or before the

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,

W. GLENN MCGALLIARD

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 Southwest corner of the SE 1/4 of the SE 1/4 of Section 22, Township 19 South, Range 1 East, Shelby County, Alabama; thence proceed South 89° East along the South boundary of said Section for a distance of 747.8 feet to the point of beginning; thence proceed North 26° 38' 58" West for a distance of 350.43 feet to a point on the Southerly right of way line of Old U. S. Highway 280; thence proceed North 63° 17' 20" East along the Southerly right of way line of said road for a distance of 96.65 feet; thence proceed South 26° 45' East a distance of 400 feet, more or less, to a point on the South boundary line of said Section 22; thence proceed North 89° West along the South boundary line of said Section 22, to the point of beginning; being situated in the SE 1/4 of the SE 1/4 of Section 22, Township 19 South, Range 1 West, Shelby County, Alabama.

SUBJECT TO:

1. Taxes for the year 1989 are a lien, but not due and payable until October 1, 1989.
2. Transmission line permit to Alabama Power Company as shown by instrument recorded in Deed Book 111, Page 157 in Probate Office.
3. Right-of-way granted to Shelby County by instrument recorded in Deed Book 95, Page 491, and Deed Book 104, Page 459, in Probate Office.
4. Easement to Plantation Pipeline as shown by instrument recorded in Deed Book 112, Page 211, in Probate Office.
5. Mineral and mining rights not owned by Grantors.

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

W. GLENN MCGALLIARD

have hereunto set my signature and seal, this

16<sup>th</sup> day of August, 1989.  
W. Glenn McGalliard (SEAL)  
W. GLENN MCGALLIARD (SEAL)  
(SEAL)  
(SEAL)

THE STATE of ALABAMA  
JEFFERSON COUNTY

I, the undersigned  
hereby certify that W. GLENN MCGALLIARD

, 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 has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16<sup>th</sup> day of August, 1989.

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

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

89 AUG 17 AM 9:02

Thomas A. Shaver, Jr.  
JUDGE OF PROBATE

MORTGAGE DEED

1. Deed Tax \$  
2. Mig. Tax 26.70  
3. Recording Fee 5.00  
4. Indexing Fee 1.00  
TOTAL 35.70

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

Birmingham, Alabama