

This instrument was prepared by

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(Address) P.O. Box 521, Leeds, Alabama 35094

Form 1-1-33 Rev. 1-46

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

PERRY MARTIN JONES,

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

EDWINA L. JONES,

(hereinafter called "Mortgages", whether one or more), in the sum of FIFTEEN THOUSAND AND NO/100-----Dollars (\$15,000.00), evidenced by one promissory note of even date executed contemporaneously herewith for the principal amount of Fifteen Thousand Dollars (\$15,000.00), payable according to the tenor thereof.

This is a second mortgage inferior to that certain mortgage recorded in Book 222, Page 968, in the Office of the Judge of Probate of Shelby County, Alabama.

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,

PERRY MARTIN 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:

Begin at the SW corner of the E 1/2 of the SE 1/4 of NW 1/4 of Section 1, Township 21 South, Range 1 East; thence run North along the West line of said twenty acres a distance of 105 feet; thence turn an angle of 108 deg. 26 min. 07 sec. to the right and run a distance of 332.36 feet to the South line of said 20 acres; thence turn an angle of 161 deg. 35 min. to the right and run along the South line of said Quarter-Quarter Section a distance of 315 feet to the POINT OF BEGINNING. Situated in the E 1/2 of the SE 1/4 of SW 1/4 of Section 1, Township 21 South, Range 1 East. Situated in Shelby County, Alabama.

AND ALSO

A part of the W 1/2 of SE 1/4 of NW 1/4 of Section 1, Township 21, Range 1 East, more particularly described as follows: Commence at the SE corner of said W 1/2 of SE 1/4 of NW 1/4 and thence run in a Northerly direction along the Eastern boundary of said 20 acre tract a distance of 47 yards to a point; thence turn to the left and run in a Westerly direction parallel with the Southern boundary of said 1/4-1/4 Section a distance of 17 yards to a point; thence turn to the left and run in a Southerly direction parallel with the Eastern boundary of said 1/4-1/4 Section a distance of 47 yards more or less, to a point on the Southern boundary thereof; thence turn to the left and run in an Easterly direction along the Southern boundary of said 1/4-1/4 Section a distance of 17 yards to the POINT OF BEGINNING.

AND ALSO

Begin where the West line of the E 1/2 of the SE 1/4 of the NW 1/4 of Section 1, Township 21, Range 1 East, crosses the South line of the Wilsonville-Blue Springs Road, and run Easterly along the South line of said road 144 feet; thence South and parallel with the West line of said E 1/2 of the SE 1/4 of the NW 1/4 of Section 1, run 70 yards to a point; thence Westerly and parallel to the South line of said public road, run 144 feet to the West line of said E 1/2 of SE 1/4 of the NW 1/4 of Section 1; thence North along said line 70 yards to the POINT OF BEGINNING.

The above described property is the same property heretofore conveyed and recorded in Shelby County in Book 235 at Page 473, in Book 253 at Page 549, in Book 253 at Page 551, and Book 298 at Page 656.

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

PERRY MARTIN JONES,

have hereunto set his signature and seal, this

11th day of *April*, 19 *89*
Perry M. Jones
PERRY MARTIN JONES (SEAL)
(SEAL)
(SEAL)
(SEAL)

THE STATE of ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Perry Martin Jones

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 11th day of *April*, 19 *89*
[Signature]
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

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

90 JAN -8 AM 10:30

[Signature]
JUDGE OF PROBATE

LAW OFFICES OF
SCHMITT & CROMER
LAWYER'S BUILDING
P. O. BOX 521
LEEDS, ALABAMA 35094
Return to:

PERRY MARTIN JONES

TO

EDWINA L. JONES

MORTGAGE DEED

1. Deed Tax	\$22.50
2. [unclear]	\$5.00
3. [unclear]	\$3.00
4. [unclear]	\$1.00
5. [unclear]	\$1.00
6. Certified Stamp Fee	\$1.00
Total	\$31.50

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

Birmingham, Alabama