

This instrument was prepared by

394

(Name) Gene W. Gray, Jr.
2100 SouthBridge Parkway Suite 650
(Address) Birmingham, Alabama 35209

Form TICOR 8000 1-84

MORTGAGE—TICOR TITLE INSURANCE

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

David J. Allen a single person

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

C. Molton Williams

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

(\$), evidenced by

THIS MORTGAGE IS GIVEN TO SECURE THE CONVEYANCE OF OTHER REAL ESTATE BY DAVID J. ALLEN TO C. MOLTON WILLIAMS. DEFAULT BY DAVID J. ALLEN IN ANY OBLIGATION OR MORTGAGE PAYMENT OWED TO GOLDOME REALTY CREDIT CORP. OR FIRST UNION HOME EQUITY CORPORATION OR ANY OTHER LIENHOLDER AS TO THE PROPERTY CONVEYED BY DAVID J. ALLEN TO C. MOLTON WILLIAMS SHALL CONSTITUTE A DEFAULT IN THIS MORTGAGE AND PERMIT C. MOLTON WILLIAMS TO PERSUE ALL REMEDIES GIVEN HIM UNDER THIS MORTGAGE

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,

DAVID J. ALLEN A SINGLE PERSON

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:

THE PROPERTY SUBJECT OF THIS MORTGAGE IS ATTACHED HERETO AND MADE A PART HEREOF.

THIS MORTGAGE SHALL BE IN DEFAULT, IF WITHIN SIXTY (60) DAYS FROM THE EXECUTION THE TWO MORTGAGES IN FAVOR OF GOLDOME REALTY CREDIT CORP AND FIRST UNION HOME EQUITY CORP ARE NOT SATISFIED OR THE REALESTATE CONVEYED BY DAVID J. ALLEN TO C. MOLTON WILLIAMS IS NOT RELEASED FROM THE LIEN OF THE TWO SAID MORTGAGES.

ONCE THE PROPERTY CONVEYED BY DAVID J. ALLEN TO C. MOLTON WILLIAMS IS FREE AND CLEAR OF THE ABOVE TWO MORTGAGES, C. MOLTON WILLIAMS AGREES TO RELEASE AND SATISFY THIS MORTGAGE.

THE REAL PROPERTY CONVEYED BY DAVID J. ALLEN TO C. MOLTON WILLIAMS SUBJECT OF THIS MORTGAGE BY REFERENCE ABOVE IS DESCRIBED ON EXHIBIT "B" ATTACHED HERETO

No indebtedness represented by this mortgage.

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 Mortgagee 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

have hereunto set HIS signature and seal, this 30th day of March, 1990

David J. Allen

(SEAL)

(SEAL)

(SEAL)

(SEAL)

BOOK 285 PAGE 881
THE STATE of ALABAMA
SHELBY COUNTY

I, Gene-W. Gray, Jr., a Notary Public in and for said County, in said State, hereby certify that David J. Allen

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 30th day of March, 1990

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.

MORTGAGE DEED

TICOR TITLE INSURANCE

316 21st Street North, Birmingham, AL 35203
(205) 251-8484

SHELBY COUNTY

A parcel of land situated in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 7, Township 18 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 7, Township 18 South, Range 1 East, Shelby County, Alabama and run in a Northerly direction along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 100.00 feet to the POINT OF BEGINNING of the herein described parcel; thence deflect $90^{\circ}05'25''$ to the left and run in a Westerly direction a distance of 362.00 feet to a point; thence turn an interior angle of $89^{\circ}54'35''$ and run to the right in a Northerly direction a distance of 553.40 feet to a point; thence turn an interior angle of $90^{\circ}29'45''$ and run to the right in an Easterly direction a distance of 153.00 feet to a point; thence turn an interior angle of $89^{\circ}30'15''$ and run to the right in a Southerly direction a distance of 209.00 feet to a point; thence turn an interior angle of $270^{\circ}29'45''$ and run to the left in an Easterly direction a distance of 209.00 feet to a point on the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an interior angle of $89^{\circ}30'15''$ and run to the right in a Southerly direction along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 346.96 feet to the point of beginning; containing 3.61 acres, more or less.

A large, stylized handwritten signature in black ink, likely of a surveyor or official, is written across the middle of the page.

BOOK 285 PAGE 882

EXHIBIT "B"

SHELBY COUNTY

A parcel of land situated in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 7, Township 18-South; Range 1 East, Shelby County, Alabama, being more particularly, described as follows:

Begin at the Southeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 7, Township 18 South, Range 1 East, Shelby County, Alabama, and run in a Northerly direction along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 100.00 feet to a point; thence turn an interior angle of $90^{\circ}05'25''$ and run to the right in an Easterly direction a distance of 96.11 feet to a point on the Westerly right-of-way line of Shelby County Highway #41 and a point on a curve; thence turn an interior angle of $85^{\circ}05'02''$ to the tangent of a curve to the right having a central angle of $6^{\circ}19'57''$ and a radius of 910.10 feet and run to the right in a Southwesterly direction along the arc of said curve and along said right-of-way a distance of 100.59 feet to a point on the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an interior angle of $101^{\circ}34'20''$ from the tangent to the last described curve and leaving said right-of-way run to the right in a Westerly direction along said $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 82.13 feet to the point of beginning; containing 0.21 acres, more or less.

BOOK 285 PAGE 983

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

90 APR -5 AM 8:44

Thomas C. [Signature]
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	
3. Recording Fee	\$	10.00
4. Indexing Fee	\$	2.00
5. No Tax Fee	\$	1.00
6. Certified Fee	\$	1.00
Total	\$	15.00