

THIS INSTRUMENT PREPARED BY:

NAME: Black Construction Co.

ADDRESS: P.O. Box 1186
Alabaster, AL 35007

MORTGAGE

State of Alabama

COUNTY

Shelby

Know All Men By These Presents, that whereas the undersigned
justly indebted to Black Construction Co.

In the sum of \$17,000.00
evidenced by a home improvement retail installment contract of even date, and whereas it is desired by the undersigned to secure prompt payment of said
indebtedness when the same falls due, now therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity,
the undersigned, do, or does, hereby grant, bargain, sell and convey unto the said
(hereinafter called Mortgagee) the following described real property situated in
County, Alabama, to wit:

legal description attached

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date of sale, but no interest shall be collected beyond the day of sale, and, forth, the remainder, if any, to be turned over to the said mortgagor; and the undersigned further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact.

If all or any part of the property or an interest in the property is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee, at Mortgagee's option, may require immediate payment in full of the entire amount due under the mortgage and home improvement retail installment contract. Mortgagee, at Mortgagee's option, may waive the right to declare the balance immediately due and may accept in writing an assumption agreement executed by the person to whom the Mortgagor is transferring or selling the interest in the property. If Mortgagee does allow Mortgagor's successor in interest to assume the obligation, Mortgagor will be released from further obligation under this mortgage and the home improvement retail installment contract. The following types of transfers will not give Mortgagee the right to require immediate payment in full:

- (a) the creation of liens or other claims against the property which are inferior to this mortgage;
- (b) a transfer of rights in household appliances to a person who provides the Mortgagor with the money to buy these appliances in order to protect that person against possible losses;
- (c) a transfer of the land to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law;
- (d) leasing the property for three years or less, so long as the lease does not include an option to buy;
- (e) a transfer to Mortgagor's relative resulting from death of the Mortgagor;
- (f) a transfer where Mortgagor's spouse or children become owners of the property;
- (g) a transfer to Mortgagor's spouse resulting from a divorce decree, separation agreement, or property settlement agreement;
- (h) a transfer into an inter vivos trust in which the Mortgagor is and remains a beneficiary, so long as there is no transfer of rights of occupancy in the property.

The Mortgagor hereby waives all rights of homestead exemption in the property and relinquishes all right of dower and curtesy in the property.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 5 day of March, 1990

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS DOCUMENT BEFORE YOU SIGN IT.

WITNESSES:

Edna E. Castleberry (SEAL)
Ronise A. Gilmore (SEAL)
James F. Gilmore (SEAL)

_____ (SEAL)

STATE OF Alabama

COUNTY OF Shelby

General Acknowledgment

I, the undersigned, Edna E. Castleberry, Notary Public in and for said County in said State, hereby certify that Ronise A. Gilmore and James F. Gilmore whose name is assigned 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, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of March, 1990

Edna E. Castleberry
Notary Public

My commission expires: 3/4/91

STATE OF

COUNTY OF

Corporate Acknowledgment

I, the undersigned, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ President 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 the conveyance, he/she, 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 _____ day of _____, 19____

Notary Public

My commission expires: _____

Return to: _____

MORTGAGE

STATE OF ALABAMA,
County, _____
Office of the Judge of Probate

Judge of Probate

"EXHIBIT A"

From the Northeast corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 21 South, Range 3 West, run South along the East boundary line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 21 South, Range 3 West for 661.05 feet to the Northeast corner of the South $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 21 South, Range 3 West; Thence turn an angle of 78 degrees 57 minutes to the right and run Southwesterly for 358.72 feet to the point of beginning of the land herein described and conveyed; thence turn an angle of 68 degrees 39 minutes to the left and run Southwesterly for 70.0 feet; thence turn an angle of 93 degrees 00 minutes to the right and run Northwesterly 65.5 feet; thence turn an angle of 101 degrees 03 minutes to the right and run Northeasterly 64.15 feet; thence turn an angle of 71 degrees 01 minutes to the right and run Southeasterly 50.0 feet, more or less, to the point of beginning.

This land being a part of Lot 27, Block A of Mickerson's Addition to Alabaster, as recorded in Map Book No. 3, pages 61 and 69 in the Probate Office of Shelby County, Alabama, and situated in the South $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 21 South, Range 3 West.

Said property is situated in Shelby County, Alabama.

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

90 APR 26 AM 10:12

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	10.50
2. Mtg. Tax	\$	2.50
3. Recording Fee	\$	3.00
4. Indexing Fee	\$	
5. Notary Fee	\$	1.00
6. Certification Fee	\$	
Total	\$	22.00