This instrument was prepared by

Harrison, Conwill, Harrison & Justice
P. O. Box 557
Columbiana, Alabama 35051

1030

MORTGAGE—

STATE OF ALABAMA
Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Myrtle F. Wardlow, a married woman
and William R. Wardlow, a single man

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

William Earl Maynard and Peggy Joyce Williams

(hereinafter called "Mortgagee", whether one or more), in the sum of Nineteen Thousand and no/100-- Dollars ($ 19,000.00), evidenced by promissory note of even date and according to the terms and conditions of said note

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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,

Myrtle F. Wardlow, a married woman
William R. Wardlow, a single man

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 ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

GRANTEES' ADDRESS:

#2 Dogwood Circle
Pelham, Alabama 35124

THE PROPERTY DESCRIBED DOES NOT CONSTITUTE ANY PART OF THE MORTGAGORS' HOMESTEADS.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

Form ALA-35

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 in subject to foreclosure as now provided by law in case of past due mortgages, and 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 MYRTLE F. WARDLOW, a married woman
and William R. Wardlow, a single man

have hereunto set signature and seal, this 31st day of December, 1990

Myrtle F. Wardlow (SEAL)
Myrtle F. Wardlow

William R. Wardlow (SEAL)
William R. Wardlow

.... (SEAL)

.... (SEAL)

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THE STATE of Alabama
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Myrtle F. Wardlow, a married woman and William R. Wardlow, a single man whose name are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of December, 1990

Charlotte Kay Ward Notary Public.

My Commission Expires

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, 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

Return to:

TO

MORTGAGE DEED

Recording Fee $
Deed Tax $

This form furnished by
HARRISON, CONWILL, HARRISON & JUSTICE
P. O. Box 557
Columbiana, Alabama 35051

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EXHIBIT "A"

Begin at the Southeast corner of the NE¼ of the SW¼ of Section 22, Township 21, Range 3 West, run thence North 466.69 feet, run thence West 466.69 feet, run thence South 466.69 feet, more or less, to County Road, run thence East along County Road 466.69 feet, more or less to quarter section line, run thence North 70 feet, more or less to point of beginning. SUBJECT TO RIGHT OF WAY.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:
Part of the NE¼ of the SW¼ and part of the SE¼ of the SW¼ of Section 22, Township 21 South, Range 3 West, more particularly described as follows: Commence at the Southeast corner of the above described NE¼ of the SW¼ and in a westerly direction along the south line of said ¼-¼ run a distance of 257.30 feet to the point of beginning, thence turn an angle of 90 deg. to the right for a distance of 86.4 feet, thence turn an angle of 85 deg. 38 min. to the left for a distance of 210 feet, thence turn an angle of 94 deg. 22 min. to the left for a distance of 210 feet, thence turn an angle of 85 deg. 38 min. to the left for a distance of 210 feet; thence turn an angle of 94 deg. 22 min. to the left for a distance of 123.6 feet to the point of beginning. Situated in Shelby County, Alabama.

$19,000.00 of the purchase price paid by purchase money mortgage executed simultaneously herewith.

GRANTEES' ADDRESS:

1.	Deed Tax	$
2.	Mtg. Tax	$ 28.50
3.	Recording Fee	$ 7.50
4.	Indexing Fee	$ 3.00
5.	No Tax Fee	$
6.	Certified Fee	$ 1.00
	Total	$ 40.00

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

91 JAN 16 PM 3:08

Thomas A. Snowden, Jr.
JUDGE OF PROBATE