

MORTGAGE

STATE OF ALABAMA, Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS Clifford D. Murray

651 Samsville Rd, Alabaster, AL 35007

justly indebted to Green Tree Financial Corp 324 Interstate Park Drive
Montg. AL 36109

the principal sum of (\$23711.00) twenty three thousand seven hundred eleven 00/100 DOLLARS,
with interest thereon at 11.99 APR, as evidenced by Security Agreement

note, bearing even date herewith and payable as follows, to-wit: This promissory note is to be repaid in
260 months (20 years). The payment amount is \$256.23 per month. The first
payment is due 8/5/92. The last payment is due July 5, 2012. The interest
rate charged on this loan is 11.99%.

07/09/1992-13517
09:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 42.20

NOW, in order to secure the prompt payment of said note, when due, the said

hereinafter called "Mortgagor," for and in consideration of the premises, and the sum of Five Dollars to the undersigned this day in hand paid by the said
Mortgagee, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to the said Mortgagee, heirs and assigns, the following
described real estate lying and being situated in Shelby County, State of Alabama, to-wit:

Commence at the Southwest corner of the North one half (N $\frac{1}{2}$) of the Southeast
quarter of Section 36, Township 20 south, Range 3 west, Alabaster, Shelby,
Alabama and run thence northerly along the west line of said one half quarter-
quarter a distance of 317.40' to the point of beginning of the property being
described; Thence continue along last described course a distance of 169.25' to
a point; Thence turn a deflection angle of 154 41'21" right and run southeast-
erly a distance of 187.05' to a point; Thence turn a deflection angle of
36 06'52" to the left and run southeasterly a distance of 131.49' to a point
on the northwesterly margin of Highway No.11 ; Thence turn a deflection angle
of 99 52'19" right and run southwesterly along said Highway margin a distance
of 76.28' to a point; Thence turn a deflection angle of 91 09'32" to the
right and run northwesterly a distance of 192.11' to the point of beginning,
containing 16,616 square feet and marked on each corner with a steel pin or
concrete monument. Property is subject to pay and all agreements, easements,
rights and interests of record and of all persons claiming or to claim in the said Mortga-
gee heirs and assigns FOREVER.

And said Mortgagor do hereby covenant with the said Mortgagee, his heirs and assigns, that Mortgagor
lawfully seized in fee of said premises; that they are free of and from all encumbrances, except
; and that Mortgagor will warrant and forever defend the same against the lawful claims and demands of
all persons.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS, NEVERTHELESS, that is to say: If Mortgagor shall well and truly
pay, or cause to be paid, the said note, and each and all of them, and each and every installment thereof, and interest thereon, when due, then this con-
veyance shall become null and void. But should Mortgagor fail to pay said note, or either or any of them, or any installment thereof at maturity,
then all of said indebtedness shall become due and payable at once, whereupon the said Mortgagee, heirs, assigns, personal representatives,
agents or attorneys, are hereby authorized and empowered to sell the said property hereby conveyed at auction for cash, at the Shelby
County Court House Door in the City of Columbiana, Alabama, first having given notice thereof for three (3) weeks by publication in any
newspaper then published in said City, and execute proper conveyance to the purchaser, and out of the proceeds of said sale the Mortgagee shall first
pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note and interest thereon, and any sums
advanced by Mortgagee for delinquent taxes, assessments or insurance premiums, and the balance, if any, pay over to the Mortgagor.

In the event of such sale, the said Mortgagee, his heirs, assigns, personal representatives, agents or attorneys are hereby authorized and
empowered to purchase the said property the same as if they were strangers to this conveyance, and the auctioneer or person making the sale is hereby em-
powered and directed to make and execute a deed to the purchaser in the name of the Mortgagor.

And it is also agreed that in case the Mortgagee, herein, his heirs, assigns or personal representatives, see fit to foreclose this mortgage in
a court having jurisdiction thereof, Mortgagor will pay a reasonable attorney's fee therefor, which fee shall be and constitute a part of the debt hereby
secured.

Mortgagor further represent and declare to said Mortgagee that the title to said real estate is in Mortgagor own right, and that
the representations herein made as to the title and encumbrances are so made with the intent and for the purpose of inducing this loan.

Mortgagor further specially waive all exemptions which Mortgagor now or hereinafter may be entitled to under the Constitution and Laws
of the State of Alabama in regard to the collection of the above debt.

Mortgagor further agree to keep said property insured against fire and windstorm in good and responsible companies acceptable to Mortga-
gee for not less than \$ and have each such policy payable to said Mortgagee, as his interest may appear in said property,
and deliver the same to Mortgagee; and should Mortgagor fail to insure said property, then Mortgagee hereby authorized to do so, and the
premiums so paid by Mortgagee shall be and constitute a part of the debt secured hereby.

The Mortgagor herein agree to pay all taxes and assessments, general or special, levied upon the real estate herein conveyed before the same
become delinquent; should Mortgagor fail to pay any of such taxes or assessments, then Mortgagee authorized to do so, and any such
payments shall thereupon constitute a part of the debt secured hereby.

And it is further understood that should the Mortgagor fail to pay said taxes and assessments, or insure the property, as hereinabove stipulated, the
Mortgagee may do so, and thereupon declare the whole debt secured by this mortgage to be due and payable, and proceed to foreclose at once, as
hereinabove provided with respect to foreclosure of this mortgage.

IN TESTIMONY WHEREOF, Mortgagor, ha hereunto set it and to and affixed notary seal this 3rd day of
July, 1992.

(L. S.)
(L. S.)
(L. S.)

X Clifford D. Murray (L. S.)
(L. S.)
(L. S.)

STATE OF ALABAMA, Shelby COUNTY

I, Sandra Marsh, a Notary Public in and for said State Alabama

hereby certify that Clifford D. Murray is known to me, acknowledged before me on this day that, being in-
formed of the contents of this mortgage, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand this 3 day of July, 19 92

Sandra Marsh
Notary Public.