

This instrument was prepared by:
Michael A. O'Brien, Attorney
212 W. North Street
Talladega, Alabama 35160

STATE OF ALABAMA,)

REAL ESTATE MORTGAGE

SHELBY COUNTY.)

KNOW ALL MEN BY THESE PRESENTS: That, whereas,

Mary Jane Berry, a married woman

(hereinafter called "Mortgagors", whether one or more), are justly indebted to **HAROLD A. MILLER and wife, JULIA FAYE MILLER**, (hereinafter called "Mortgagee", whether one or more), in the sum of Seventeen Thousand and no/100-----DOLLARS

(\$ 17,000.00) Dollars, evidenced by the execution of one promissory note of even date, payable as follows:

The debt will be paid in 144 equal, consecutive monthly installments, each in the amount of \$ 203.16, commencing on the 1st day of August, 1992, and continuing on the same day of each month thereafter until said indebtedness, both principal and interest, is fully paid.

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, Mary Jane Berry, a married woman, 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, Alabama, to-wit:

From the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 3, Township 19 South, Range 2 East run North a distance of 1528.83 feet; thence left 89 degrees 12 minutes 20 seconds a distance of 663.04 feet; thence left 93 degrees 57 minutes 55 seconds a distance of 753.39 feet to the point of beginning; thence continue in a straight line a distance of 325.35 feet; thence right 92 degrees 37 minutes 57 seconds a distance of 877.99 feet; thence right 89 degrees 08 minutes 21 seconds a distance of 265.03 feet; thence right 90 degrees 51 minutes 39 seconds a distance of 368.99 feet; thence left 88 degrees 40 minutes 01 second a distance of 60.02 feet; thence right 88 degrees 40 minutes 01 seconds a distance of 496.64 feet to the point of beginning. Said property contains 6 acres, more or less. Less and Except a right of way for Colonial Pipeline as shown on survey of Peavy Land Surveying, dated May 3, 1992.

THIS PROPERTY CONSTITUTES NO PART OF THE HOMESTEAD OF THE GRANTOR OR OF HER SPOUSE.

THIS IS A PURCHASE MONEY MORTGAGE.

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

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 encumbrance 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 shall be subject to foreclosure as now provided by law in cases 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 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 encumbrances, 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 their signatures and seals, or have caused this instrument to be executed by officers thereunto duly authorized, on this the _____ day of July _____, 1992.

NOTICE TO MAKER:

The property you are financing the purchase of is subject to a prior promissory note and mortgage in favor of First Alabama Bank, dated July 21, 1988, and recorded in Book 196 at page 646 in the office of the Judge of Probate of Shelby County, Alabama, and any renewals or extensions of said note. The property you are purchasing will be released from the lien of the note and mortgage in favor of First Alabama Bank upon full payment of the purchase price of this property, provided that the holders of this note deliver that payment to First Alabama Bank. The release will be a partial release of only that property securing this note. If there is a default to First Alabama Bank on the payment due by Harold A. Miller and Julia Faye Miller, then First Alabama Bank may exercise its rights of collection under the terms of its note and mortgage, including the right to foreclose its mortgage and seizure of the property you are purchasing.

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS AGREEMENT BEFORE YOU SIGN IT.

Mary Jane Berry (S.)
Mary Jane Berry

(L.S.)

STATE OF ALABAMA,)

SHELBY COUNTY.)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Mary Jane Berry, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me acknowledged before me on this day that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of July _____, 1992.

Mary Lee Reynolds
Notary Public
My Commission Expires
6-21-96

Inst # 1992-16549

08/10/1992-16549
01:28 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NCD 39.50