

TITLE NOT EXAMINED

This instrument was prepared by
Henry E. Lagman, Attorney at Law
Suite 102, 200 Cahaba Park South
Birmingham, Alabama 35242

MORTGAGE

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

CHARLES DEWAYNE HARDING

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

CHARLES A. HARDING

(hereinafter called "Mortgagee", whether one or more), in
the sum of Three Thousand Dollars (\$3,000.00), evidenced
by a promissory note of even date executed simultaneously
herewith.

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,

CHARLES DEWAYNE HARDING

and all other 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:

From the NE corner of the NW1/4, Section 24,
Township 18 South, Range 1 East, run South along
the East line of said 1/4 1/4 a distance of 484.26
feet; thence right 69 deg. 42' a distance of 958.17
feet to the point of beginning; thence continue a
distance of 160.00 feet; thence right 94 deg. 25'
30" a distance of 137.5 feet along the R.O.W. line
of Shelby County Road No. 25; thence right 85 deg.
52' 25" a distance of 159.84 feet; thence right 94
deg. 00' 55" a distance of 136.56 feet to the point
of beginning, such described plot being subject to
a 30.00 foot wide easement along the North edge for
the purpose of ingress and egress; according to the
survey of Evander E. Peavey, Registered Land
Surveyor dated March 2, 1985.

Subject to easments and rights of way of record.

Inst # 1992-18990

09/03/1992-18990
02:59 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 16.00

Roy M. Johnson III
P.O. Box 987
Alabaster, AL 35007

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 for 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 renewals 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 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 masses 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

CHARLES DEWAYNE HARDING

have hereunto set the undersigned signatures and seal, this the 15th day of September 1992

Inst # 1992-18990

Charles Dewayne Harding
CHARLES DEWAYNE HARDING

09/03/1992-18990
02:59 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 16.00

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CHARLES DEWAYNE HARDING 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 has executed the same voluntarily on the day the same bears date.

15th Given under my hand and official seal this the 15th day of September 1992.

[Signature]
NOTARY PUBLIC