

This instrument was prepared by

(Name) Bobby J. Hornsby
1920 Old Springville Road, Suite 104
(Address) Birmingham, AL 35215

Form TICOR 6000 1-84

MORTGAGE—TICOR TITLE INSURANCE

STATE OF ALABAMA

COUNTY JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Terence J. Bryant, an unmarried man

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

Raymond H. Godsey and wife, Betty M. Godsey

(hereinafter called "Mortgagee", whether one or more), in the sum of Thirty-five Thousand and 00/100 ----- Dollars (\$ 35,000.00), evidenced by Note of even date herewith, at 9½% interest, payable in 300 monthly installments of \$299.73, with the first payment commencing October 30, 1992.

Mortgagor reserves the right to prepay this indebtedness at any time without penalty.

This mortgage (note) cannot be assumed without written approval of the mortgagees.

If payment is more than fifteen days late, there will be a late fee of 5% of the monthly payment included with the monthly payment.

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,

Terence J. Bryant, an unmarried 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:

Lot 10, according to the Survey of 2nd Addition to Deer Springs Estates, as recorded in Map Book 5, Page 85, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to easements and restrictions of record.

Inst # 1992-23041

10/12/1992-23041
08:56 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 WCB 61.50

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

To Have And To Hold the above granted property unto the said Mortgagor, Mortgagor'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 Mortgagor may at Mortgagor'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 Mortgagor, with loss, if any, payable to said Mortgagor; as Mortgagor's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagor; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagor, then the said Mortgagor, or assigns, may at Mortgagor's option insure said property for said sum, for Mortgagor's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagor for taxes, assessments or insurance, shall become a debt to said Mortgagor 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 Mortgagor, or assigns, and be at once due and payable.

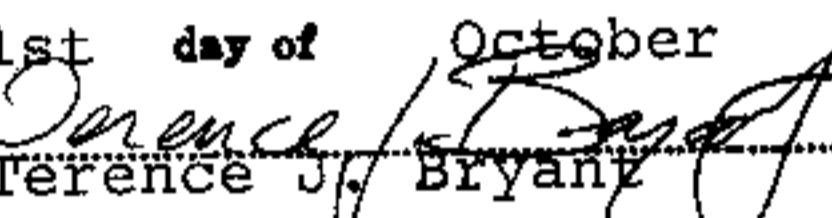
Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagor or assigns for any amounts Mortgagor may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagor 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 Mortgagor 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 Mortgagor, 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 Mortgagor, 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 Mortgagor, 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 Mortgagor 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

Terence J. Bryant, an unmarried man

have hereunto set his signature and seal, this

1st day of October, 1992

Terence J. Bryant  (SEAL)

(SEAL)

(SEAL)

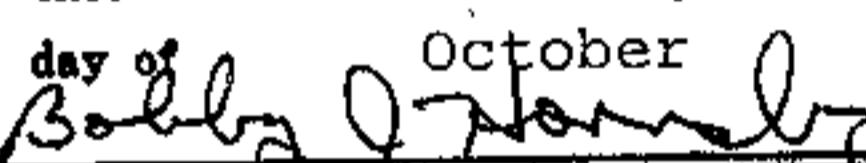
(SEAL)

THE STATE of ALABAMA }
JEFFERSON COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Terence J. Bryant, an unmarried man

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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of October, 1992

 Notary Public.

Commission #40145 10-17-93

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, being 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.

TO

MORTGAGE DEED

Inst # 1992-23041

10/12/1992-23041
08:56 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCB 61.50

This form furnished by:

TICOR TITLE INSURANCE
316 21st Street North, Birmingham, AL 35203
(205) 251-8484

