

This instrument was prepared by

(Name).....WALLACE, ELLIS, FOWLER & HEAD

(Address).....Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-56

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY of Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Sidney M. Bird, Sr., a single man

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

George Milton Bird

(hereinafter called "Mortgagee", whether one or more), in the sum
of Thirty thousand and no/100 ----- Dollars
(\$ 30,000.00), evidenced by promissory note of this date bearing no interest and due
and payable ten years from this date.

In the event that any part of this mortgage shall remain due and unpaid upon the death
of George Milton Bird, this said mortgage will become null and void and be considered
paid in full.

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,

Sidney M. Bird, Sr., 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:

Commence at the S.W. Corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 12, Township 24 North,
Range 15 East, and run North along the West line thereof 419.1 ft.; thence 42 deg. 54 min.
right and run 182.68 ft. to the point of beginning; thence continue along the last course
21.7 ft.; thence 23 deg. 13 min. left and run 63.41 feet; thence 14 deg. 57 min. right and
run 76.0 ft.; thence 4 deg. 51 min. left and run 86.51 ft. to the 397 ft. contour of Lay
Lake; thence run northwesterly along said contour 157.04 feet; thence run westerly for
61.53 ft. to the East line of Dantzler property; thence South along the East line of said
Dantzler property for 59.39 ft.; thence 23 deg. 36 min. 30 sec. right for 33.0 feet;
thence 22 deg. 36 min. right for 26.9 feet; thence 21 deg. 49 min. right for 20.0 ft.;
thence 90 deg. 00 min. left and run 195.0 feet to the point of beginning.
Containing 0.790 acres, more or less.

The grantor herein intends to convey and does convey to grantee all property owned by
grantor in Block 2 of Glasscock's Spring Creek Subdivision as recorded in Map Book 4,
Page 23, in the Probate Records of Shelby County, Alabama, whether correctly described
herein or not.

This is a second mortgage.

Inst # 1992-24963

10/28/1992-24963
01:36 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 54.00

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 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 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 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

Sidney M. Bird, Sr., a single man

have hereunto set my signature and seal, this 27 day of October, 19 92
 _____ (SEAL)
 Sidney M. Bird, Sr.
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

THE STATE of Alabama }
 Shelby COUNTY }

I, the undersigned, _____, a Notary Public in and for said County, in said State,
 hereby certify that Sidney M. Bird, Sr., a single 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 27 day of October, 19 92
 _____ Notary Public.

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

Return to:

TO

MORTGAGE DEED

Inst # 1992-24963

10/28/1992-24963
01:36 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HCD 54.00

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaratee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama