

This instrument was prepared by

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Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

COUNTY OF SHELBY

Lewis S. Pritchard, III and wife, Norma R. Pritchard

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

Alvin Virgil Akers and Robin S. Akers

(hereinafter called "Mortgagee", whether one or more), in the sum of Nineteen Thousand, Two Hundred and no/100--- Dollars (\$ 19,200.00--), evidenced by a real estate mortgage note of even date.

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,

Lewis S. Pritchard, III and wife, Norma R. Pritchard

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:

Part of the SE 1/4 of NE 1/4 and the NE 1/4 of SE 1/4, all in Section 29, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Beginning at the Northwest corner of the NE 1/4 of SE 1/4 of said Section, run in a Northerly direction for a distance of 199.82 feet; thence turn an angle to the right of 140 degrees 37 minutes 25 seconds and run in a Southeasterly direction for a distance of 937.83 feet; thence turn an angle to the right of 121 degrees 54 minutes 20 seconds and run in a Westerly direction for a distance of 14.00 feet to the point of curve, said curve being concave in a Southeasterly direction and having a radius of 275.76 feet and a central angle of 23 degrees 00 minutes; thence turn an angle to the left and run along the arc of said curve for a distance of 110.70 feet to the end of said curve; thence run in a Southwesterly direction along a line tangent to end of said curve for a distance of 308.00 feet to a point of curve, said curve being concave in a Northerly direction and having a radius of 144.46 feet and a central angle of 43 degrees 43 minutes 32 seconds; thence turn an angle to the right and run along the arc of said curve for a distance of 110.25 feet to the end of said curve; thence run in a Northwesterly direction along a line tangent to end of said curve for a distance of 108.15 feet, more or less, to a point on the West line of the NE 1/4 of SE 1/4 of said Section; thence turn an angle to the right of 76 degrees 44 minutes 43 seconds and run in a Northerly direction along the West line of said NE 1/4 of SE 1/4 for a distance of 710.18 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

Together with the non-exclusive easement for ingress and egress, as described and recorded in Deed Book 325, Page 931, in Probate Office.

THIS IS A PURCHASE MONEY MORTGAGE.

Inst # 1992-29707

12/11/1992-29707
09:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE REC 37.80

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 Mortgagors, Mortgagors'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 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 Mortgagors, 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
Lewis S. Pritchard, III and wife, Norma R. Pritchard

have hereunto set our signature s and seal, this

10th day of December , 19 92

Lewis S. Pritchard, III (SEAL)

Norma R. Pritchard (SEAL)

Norma R. Pritchard (SEAL)

Norma R. Pritchard (SEAL)

THE STATE of ALABAMA
SHELBY COUNTY }

I, the undersigned authority , a Notary Public in and for said County, in said State, hereby certify that Lewis S. Pritchard, III and wife, Norma R. Pritchard

whose name s assigned to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of December , 19 92

M.W. Lefler 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

M.W. Lefler Notary Public

TO

MORTGAGE DEED

Inst * 1992-29707

12/11/1992-29707
09:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 37.00

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantees Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama