

This instrument was prepared by

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Form 1-1-22 Rev. 1-88

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

James Marion Hamer, a married man

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

George A. Parker, III

(hereinafter called "Mortgagee", whether one or more), in the sum
of Ten Thousand, Five Hundred Fifty-Seven and 55/100----- Dollars
(\$ 10,557.55), 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,

James Marion Hamer, a married 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:

SEE ATTACHED SHEET FOR LEGAL DESCRIPTION, WHICH IS INCORPORATED HEREIN BY REFERENCE.

THIS PROPERTY CONSTITUTES NO PART OF THE HOMESTEAD OF THE MORTGAGOR, OR OF HIS SPOUSE.

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

Mike A

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

James Marion Hamer, a married man

have hereunto set my signature and seal, this 16th day of April, 19 93.
James Marion Hamer (SEAL)
James Marion Hamer (SEAL)
(SEAL)
(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 James Marion Hamer, a married 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 16th day of April, 19 93.
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

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

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land located in the SE 1/4 of the NE 1/4 of Section 12, Township 24 North, Range 15 East, being a part of Lots 8 and 7 of Block 2 Glasscock's Spring Creek Subdivision in Shelby County, Alabama, as shown on map and being described as follows: Begin at the Northwest corner of Lot 8 of Glasscock's Spring Creek Subdivision, said corner being on the West line of the SE 1/4 of the NE 1/4 of said Section, and 950 feet, more or less, North, of the SW corner of said 1/4-1/4 Section; thence in a Southerly direction along the West line of said 1/4-1/4 Section 127.6 feet, more or less, to the point of beginning of boundary of tract of land herein described, said point of beginning being on the contour line (EL. 397 feet) as located by the Alabama Power Company to be the New Water Line of the Lay Dam Reservoir on the Coosa River; thence turning an angle of 37 degrees 12 minutes to the left in a Southeasterly direction 77.1 feet; thence turning an angle of 102 degrees 20 minutes to the left in a North-easterly direction 76.11 feet; thence turning an angle of 42 degrees 15 minutes to the left in a Northerly direction 59.4 feet; more or less, to said contour line (EL. 397 feet) as located by the Alabama Power Company; thence in a Southwesterly direction along said (EL. 397 feet) contour line which is the proposed High Water Line 110.0 feet, more or less, to the point of beginning. Said map of Glascock's Spring Creek Subdivision is recorded in Map Book 4, Page 23, in the Probate Office of Shelby County, Alabama.

Together with an easement running with the land for the benefit of the Owners of the property hereby conveyed for a private right-of-way for ingress and egress across the Easterly 20 feet of Lot 7 and that part of Lot 8, both in Block 2, and projected Northerly of uniform width to the property herein conveyed. Said right-of-way shall run Southerly to "Boat Alley" and across it, and shall also include the land between lots 4 and 5 in said Block 2, to Fishcamp Drive, all as shown on Glasscock's Spring Creek Subdivision Map above referred to. Situated in Shelby County, Alabama.

ALSO: A tract of land located in the SE 1/4 of the NE 1/4 of Section 12, Township 24, Range 15 East, being a part of Lots 7 and 8, Block 2 of Glasscock's Subdivision Spring Creek, as recorded in Map Book 4, Page 23, in the Probate Office of Shelby County, Alabama, being more particularly described as follows: Begin at a point on the West line of the SE 1/4 of the NE 1/4 of Section 12, Township 24 North, Range 15 East, said point being 791.0 feet more or less, North of the SW corner of said 1/4-1/4 Section, also being the NW corner of the W.C. Dantzler property and the Northwesterly corner of the George Eller property; thence in a Southeasterly direction along the Southwest boundary of said Dantzler property and the Northeast line of said Eller property 77.1 feet to the Northwest corner of a 20 foot wide road right-of-way, said point being the point of beginning of tract of land herein described; thence turning an angle of 76 degrees 34 minutes to the left from said last mention course in a North-easterly direction along the North boundary line of said right-of-way 20.0 feet to the Northeast corner thereof; thence turning an angle of 21 degrees 49 minutes to the left in a Northeasterly direction 26.9 feet; thence turning an angle of 22 degrees 53 minutes to the left in a Northeasterly direction 33.1 feet, more or less, to the Southeast corner of said Dantzler property; thence turning an angle of 161 degrees 10 minutes to the left in a Southwesterly direction along the Southeast boundary line of said Dantzler property 76.11 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

SIGNED FOR IDENTIFICATION:


James Marion Hamer

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