

STATE OF ALABAMA )  
JEFFERSON COUNTY )

MORTGAGE

Know All Men by These Presents, that whereas the undersigned HUE L. BURTON AND WIFE GAIL A. BURTON (hereinafter known as "Mortgagor") who are justly indebted to STEVEN E. CHAMBERS (hereinafter known as "Mortgagee") in the sum of THIRTEEN THOUSAND TWO HUNDRED & no/100's Dollars (\$13,200.00) evidenced by their promissory note in the same amount and dated the same day of this Mortgage and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due, or before if desired to be paid off early.

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, mortgagors do, or does, hereby grant, bargain, sell and convey unto the said mortgagee, the following described real property situated in Shelby County, Alabama, to wit:

A parcel of land lying in the west 1/2 of Section 18, Township 21 South, Range 2 East, Shelby County, Alabama, more particularly described as follows: Commence at the northwest corner of said Section 18; thence east along the section line 660.96 feet; thence turn an angle of 90 degrees 37 minutes 00 seconds to the right and run 2,492.78 feet; thence turn an angle of 93 degrees 20 minutes 00 seconds to the left and run 250.42 feet; thence turn an angle of 86 degrees 40 minutes 00 seconds to the left and run 149.92 feet; thence turn an angle of 86 degrees 40 minutes 00 seconds to the right and run 500.85 feet to the point of beginning of parcel herein described; thence continue along last said course 100.17 feet; thence turn an interior angle left of 86 degrees 40 minutes 00 seconds and run 200.34 feet; thence turn an interior angle left of 169 degrees 30 minutes 41 seconds and run 515.64 feet; thence turn an interior angle left of 100 degrees 58 minutes 11 seconds and run 102.26 feet; thence turn an interior angle left of 78 degrees 40 minutes 51 seconds and run 511.18 feet; thence turn an interior angle right of 169 degrees 09 minutes 42 seconds and run 200.34 feet to the point of beginning; all lying in Section 18, Township 21 South, range 2 East, Shelby County, Alabama.

This mortgage is not assumeable except with the written consent of the mortgagee.

This is a purchase money 1st mortgage and is being granted simultaneously with the deed conveying the property.

To Have and To Hold the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee 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 should said indebtedness hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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

05/11/1993-13395  
01:07 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 28.00

Mortgagee 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

The Mortgagor will provide proof to the Mortgagee by December 31 of each year that taxes have been paid.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 4th day of MAY 1993.



HUE L. BURTON



GAIL A. BURTON

State of Alabama)  
Jefferson County)

On this 4th day of MAY 1993, I, the undersigned, a Notary Public in and for said state and county hereby certify that HUE L. BURTON and wife GAIL A. BURTON whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me that, being informed of the contents of the conveyance, they executed the same voluntarily as their act on the day the same bears date.

Given under my hand and seal of office this the 4th day of MAY 1993.

Inst # 1993-13395



Notary Public

09561161993-13395  
CERTIFIED

My commission expires 7-23-1993.

SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 28.80

Prepared by: MARK E. TIPPINS, Attorney at Law  
Circle; Suite 105; Birmingham, Alabama 35223

14 Office Park  
870-4343