

THIS INSTRUMENT PREPARED BY:

NAME: Donna S. Andrews

ADDRESS: 424 6th Avenue South Birmingham, Al. 35205

MORTGAGE — ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

Shelby COUNTY

Know All Men By These Presents, that whereas the undersigned Barry C. Vines and wife, Sandra B. Vines justly indebted to International Fidelity in the sum of One Hundred Thousand Dollars evidenced by a promissory note of even date.

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Barry C. Vines and wife, Sandra B. Vines do, or does, hereby grant, bargain, sell and convey unto the said (hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

Mallard Pointe Lot 8 MB10 PG70 SEC18 T20S R2W DIM113.50X177.5
9IRR 93122 PG21 1/15/87 RB245 P673 6/27/89

LOT 8, according to the Survey of Mallard Pointe Subdivision as recorded in Map Book 10 page 70 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel I.D. 144183002008

Property Addressed: 133 Mallard Pointe Drive
Pelham, Al. 35124

Inst # 1993-18273

06/23/1993-18273
08:32 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 161.50

Said property is warranted free from all incumbrances and against any adverse claims.

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, agree to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further, secure 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 may appear, and promptly to deliver said policies, or any renewals 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 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 the 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 any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, 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 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 there-

on, 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 Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said 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.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

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, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 21st day of June

19 93

WITNESSES:

_____(Seal)
_____(Seal)
_____(Seal)
_____(Seal)

STATE OF Alabama

General Acknowledgement

Jefferson County

I, the undersigned, Donna S. Andrews, a Notary Public in and for said County in said State, hereby certify that Barry C. Vines and wife, Sandra B. Vines whose names are signed 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 have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of

June

Donna S. Andrews
Notary Public.

MY COMMISSION EXPIRES JULY 30, 1998

STATE OF
COUNTY OF

Corporate Acknowledgement

a Notary Public in and for said County, in

said State, hereby certify that whose name as President 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 the 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

A Bail Co., Inc.

TO

424 4th Ave. S.

B'ham, Al. 35205

MORTGAGE

This Form Furnished By
ALABAMA TITLE CO., INC.
7233 2nd Avenue North
Birmingham, Alabama 35203

Power of Sale: This property for which the following Real Estate Mortgage Note has been executed is secured payment for the appearance of bond(s) posted for and on " Richard Allen McCain " (hereinafter called "Defendant") to International Fidelity in the aggregated amount of \$ 100,00.00-- guaranteeing any and all appearances of the Defendant pertaining to these cases in the Criminal Court of Harrison County, Texas until said cases are struck from the docket. Failure of the Defendant to appear at an appearance required in this case constitutes a default hereunder and debt becomes payable at once.

Form Furnished By
ALABAMA TITLE COMPANY

REAL ESTATE MORTGAGE NOTE

\$ 100,000.00--

Birmingham, Alabama,

The undersigned, for value received, promise to pay to the order of _____

International Fidelity

the sum of One Hundred Thousand----- Dollars,

together with interest upon the unpaid portion thereof from date at the rate of 12 per cent

per annum, in monthly installments of One Hundred Thousand----- Dollars,

payable on the 1st day of each month after date, commencing Forfeiture of Bonds until

said sum is paid in full, payable at 424 6th Ave South Birmingham, Alabama,

or at such other place or places as the owner or holder hereof may from time to time designate. All payments shall be applied first to interest on the unpaid balance of principal, and the balance to principal. Each of said installments shall bear interest at 12 % per annum after maturity.

This note is secured by mortgage on real estate, executed to the payee herein. In the event of default under the terms of said mortgage, or in the event any installment shall remain unpaid for as much as ten days after the same becomes due, the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and payable.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note.

This note is given, executed and delivered under the seal of the undersigned.

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