

This instrument was prepared by

(Name) WALLACE, ELLIS, FOWLER & HEAD, ATTORNEYS AT LAW

(Address) COLUMBIANA, ALABAMA 35051

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Donald E. Baldwin and wife, Marie H. Baldwin
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Edgar Vick and wife, Janice W. Vick

(hereinafter called "Mortgagee", whether one or more), in the sum
of THREE THOUSAND AND NO/100 ----- Dollars
(\$ 3,000.00), evidenced by one promissory real estate mortgage note executed this 4th day
of March, 1994, due and payable in accordance with the terms and provisions of said note.

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,

Donald E. Baldwin and wife, Marie H. Baldwin

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 southeast corner of the southwest quarter of the northeast quarter
of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama and run
thence northerly along the east line of said quarter-quarter a distance of 408.18
feet to a point, thence turn a deflection angle of 88 degrees 48 minutes 37
seconds left and run westerly a distance of 365.97 feet to the point of beginning
of the property being described. Thence continue along last described course a
distance of 340.08 feet to a point, thence turn a deflection angle of 87 degrees
01 minutes 52 seconds left and run southerly a distance of 429.30 feet to a point
on the northerly margin of Shelby County Road #213, thence turn a deflection angle
of 77 degrees 43 minutes 02 seconds left and run east-southeasterly along said
margin of said road a distance of 124.26 feet to the P.T. of a curve to the right,
thence turn a deflection angle of 1 degree 15 minutes 30 seconds right to chord
and run along the chord of said curve a chord distance of 157.60 feet to a point,
thence turn a deflection angle of 96 degrees 12 minutes 18 seconds left from chord
and run northeasterly a distance of 515.29 feet to the point of beginning.

SUBJECT TO THE FOLLOWING EXCEPTIONS AND CONDITIONS:

1. Taxes for the year 1994 and subsequent years.
2. Right-of-way granted to South Central Bell Telephone Company recorded in Real
Volume 179, Page 730.
3. Right-of-way granted to Alabama Power company recorded in Volume 176, Page 385
and Volume 104, Page 531.
4. Right-of-way granted to Shelby County recorded in Volume 49, Page 273; Volume
49, Page 281 and Volume 74, Page 36.

THIS IS A SECOND MORTGAGE.

It is agreed and understood that the mortgagors herein shall have the right at any
time to prepay all or any part of said above indebtedness, without penalty, by paying such
amount of principal plus the accrued interest as of such prepayment date.

Inst # 1994-07268

03/07/1994-07268
08:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 16.50

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

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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

Donald E. Baldwin and wife, Marie H. Baldwin

have hereunto set their signatures and seal, this 4th day of March, 19 94

Donald E. Baldwin (SEAL)
Donald E. Baldwin
Marie H. Baldwin (SEAL)
Marie H. Baldwin
(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 Donald E. Baldwin and wife, Marie H. Baldwin

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 they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of March, 19 94
Peggy J. Linton 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 # 1994-07268

03/07/1994-07268
08:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 16.50

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

Birmingham, Alabama

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