

This instrument was prepared by:
(Name) ✓ JOEL C. WATSON
(Address) ✓ P.O. BOX 987
ALABASTER
LEGAL FURNISHED BY GRANTOR

MORTGAGE

STATE OF ALABAMA }
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Gerald H. Harris, a married man
hereinafter called "Mortgagors", whether one or more) are justly indebted to
Donnie Walters

of Twenty Thousand Dollars and ^{hereinafter called "Mortgagee", whether one or more), in the sum} no/100s _____ Dollars
(\$ 20,000.00), evidenced by note of even date.

12/12/1995-35610
11:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOUG MC
43.50

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,

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 Exhibit "A" for legal.
This is not the homestead of the grantor.

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

Inst # 1995-35610

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 Mortgagee's 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 sums 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 the 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 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, for 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

have hereunto set his signature and seal, this

7th

day of

Dec.

1985

Gerald H. Harris

(SEAL)

Gerald H. Harris

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA

SHELBY

COUNTY }

I, the undersigned,

a Notary Public in and for said County, in said state,

hereby certify that Gerald H. Harris

whose name his 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

7th

day of

December

1985

Jail Walker

Notary Public

My commission expires: 10/6/94

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

day of

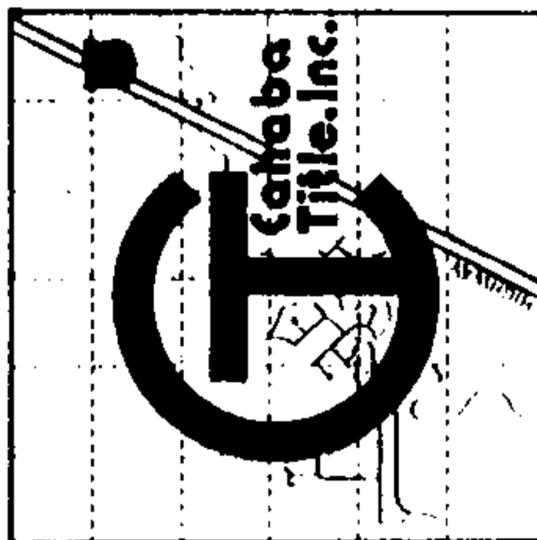
19

Notary Public

TO

MORTGAGE

STATE OF ALABAMA
COUNTY OF



Recording Fee \$
Deed Tax \$

This form furnished by

Cahaba Title, Inc.

RIVERCHASE OFFICE

2068 Valleydale Road

Birmingham, Alabama 35244

Phone (205) 988-5600

EASTERN OFFICE

213 Gadsden Highway, Suite 227

Birmingham, Alabama 35235

(205) 933-1571

LEGAL DESCRIPTION

Exhibit "A" HARRIS to WALTERS
Mtg.

A part of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 19 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 26 and run thence Westerly along the North line of said 1/4-1/4 section for 339.21 feet to the point of beginning of the property herein described; thence turn 67 degrees 53 minutes 54 seconds left and run Southwesterly 107.01 feet to a point; thence turn 21 degrees 15 minutes 28 seconds right and run Southwesterly 97.96 feet to a point; thence turn 19 degrees 55 minutes 30 seconds right and run Southwesterly 159.06 feet to a point which is the Northeasterly corner of Lot 1, according to the Survey of Harris Estates, First Addition as recorded in Map Book 16, Page 133; thence continue along last described course for 181.79 feet to a point which is the Northwesterly corner of said Lot 1, and the Northeasterly corner of Lot 2, Survey of Harris Estates, as recorded in Map Book 14, Page 98, in the Probate Office of Shelby County, Alabama; thence along the Northerly line of said Lot 2 for 178.21 feet to a point; thence turn an angle to the right and run for 22.0 feet to a point which is the Northwesterly corner of Lot 2 and the Northeasterly corner of Lot 1, Harris Estates, Map Book 14, Page 98; thence run Westerly along the North line of said Lot 1 for 162.77 feet, more or less, to the Easterly right of way line of Shelby County Highway No. 271; thence turn an angle to the right, and run North along the Easterly right of way line of Highway No. 271 to a point where said right of way line intersects the North line of said 1/4-1/4 section; thence turn an angle to the right 66 degrees 47 minutes 43 seconds and run Easterly along the Northerly line of said 1/4-1/4 section for 573.91 feet, more or less, to the point of beginning.

Mineral and mining rights excepted.

Inst # 1995-35610

12/12/1995-35610
11:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 43.50