

This instrument was prepared by

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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,

Roy Gunter and wife, Kristina Gunter

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

Reed White and wife, Barbara White

(hereinafter called "Mortgagee", whether one or more), in the sum

of Fourteen Thousand and no/100----- Dollars
(\$ 14,000.00), evidenced by a real estate mortgage note of even date.

Inst # 1996-10621

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,

Roy Gunter and wife, Kristina Gunter

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 SW corner of Section 26, Township 24 North, Range 15 East, Shelby County, Alabama; thence run in an Easterly direction along the South line of said Section 26 a distance of 597 feet, more or less, to the intersection of said line with the 397 MSL elevation of Lay Lake; thence continue in an Easterly direction along said South line a distance of 200 feet, more or less, to the second intersection of said line and the 397 MSL elevation of Lay Lake; thence continue Easterly along said South line a distance of 48 feet; thence turn an angle to the left of 85 degrees 15 minutes and run in a Northerly direction a distance of 121.00 feet; thence turn an angle of 90 degrees to the right and run in an Easterly direction a distance of 30 feet; thence turn an angle to the left of 90 degrees and run a distance of 170.00 feet to the point of beginning; thence continue in a Northerly direction along the same course a distance of 183.00 feet; thence turn an angle to the right of 64 degrees and run a distance of 120.00 feet; thence turn an angle to the right of 49 degrees 00 minutes and run a distance of 88 feet to a point on the 397 MSL elevation of Lay Lake; thence run in a Southerly direction along said 397 MSL elevation to a point being due East of the point of beginning; thence run in a Westerly direction 138.71 feet, more or less, to the point of beginning.

Said property is designated as Lot 3, Reed White Map, dated 1970.

THIS IS A PURCHASE MONEY MORTGAGE.

Inst # 1996-10621

04/02/1996-10621
10:59 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

002 NCD 32.00

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

WTH

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

Roy Gunter and wife, Kristina Gunter

have hereunto set OUR signatureS and seal, this day of March, 19 96.

Roy Gunter (SEAL)
Roy Gunter (SEAL)
Kristina Gunter (SEAL)
Kristina Gunter (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 Roy Gunter and wife, Kristina Gunter

whose name s 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 day of March, 19 96.
Notary Public.

THE STATE of COUNTY }

I, hereby certify that, a Notary Public in and for said County, in said State,

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 # 1996-10621
04/02/1996-10621
10:59 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 32.00

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