

Harrison, Conwill, Harrison & Justice

P. O. Box 557
Columbiana, Alabama 35051

MORTGAGE—

STATE OF ALABAMA

Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,
Vaughn Black and wife, Tonya Black

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
Harold A. Miller and wife, Julia Faye Miller

(hereinafter called "Mortgagee", whether one or more), in the sum
of Five Thousand and no/100-----Dollars
(\$ 5,000.00), evidenced by one promissory note of even date, executed by
Price Napier, and according to the terms and
conditions 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,
Vaughn Black and wife, Tonya Black

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:

From the Southwest corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 3, Township
19 South, Range 2 East, run West along the South line of said section a
distance of 498.82 feet to the point of beginning; thence continue in a
straight line a distance of 161.20 feet; thence right 90 deg. 26 min.
50 sec. a distance of 660.00 feet; thence right 90 deg. 00 min. 00 sec.
a distance of 121.70 feet; thence right 86 deg. 34 min. 08 sec. a dis-
tance of 659.92 feet to the point of beginning. Also a 10 foot wide
easement from the NW corner of said property running West a distance of
263.06 feet and 10 feet south of said line as shown on survey. Said
property less easement contains 2.1 acres, more or less.

Inst # 1996-16418

05/21/1996-16418
10:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 18.50

Harold Miller
425 Huray 467
Vincent Ala 35178

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

Inst # 1996-16418

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, 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 in subject to foreclosure as now provided by law in case of past due mortgages, and 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 should the same be so foreclosed, said fee to be a part of the debt hereby secured.

have hereunto set OUR signature and seal, this

day of August

vaughn Black

(SEAL)

Tonya Black

(SEAL)

(SEAL)

(SEAL)

I, the undersigned Mary Lee Reynolds, a Notary Public in and for said County, in said State,
hereby certify that Vaughn Black and wife, Tonya Black

whose name 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 20th day of August, 19 93
September

Notary Public.

I, Mary Lee Reynolds
hereby certify that

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

whose name as Vanya Black, Tanya Black
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, 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 20 day of September 19 93

Given under my hand and official seal, this the 20 day of September 19 93

Mary Lee Reynolds

Notary Public

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 11-14-2001 BY 60322 UCBAW

OT

MORTGAGE DEED

Inst # 1996-16418

105481-1006-16410
10196 AM CERTIFIED

0:36 AM
SHELBY COUNTY JAIL OF MEMPHIS
12:30

Recording Fee \$

Deed Tax \$

This form furnished by

HARRISON, CONWILL, HARRISON

EDUCATION & JUSTICE

P. O. Box 557

Columbiana, Alabama 35051