## 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 proming only note of owen data, everyted by

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 SE1 of the SW1 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 distance 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

10:36 AM CERTIFIED
SHELBY COUNTY JUSCE OF PROMITE
10:36 KCB 18.50

Harol Miller 425 Hung 467 Vincent Ala 35178

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

To Have And To Hold the above granted property unto the said Mortgages, Mortgages'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 Mortgages may at Mortgages'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 Mortgages, with loss, if any, payable to said Mortgages, as Mortgages's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgages; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgages, then the said Mortgages, or assigns, may at Mortgages's option insure said property for said sum, for Mortgages's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgages for taxes, assessments or insurance, shall become a debt to said Mortgages 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 Mortgages, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgages or assigns for any amounts Mortgagess 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 Mortgages 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 Mortgague or assigns in said property become endangered by reason of the enforcement of any prior lies 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 Mortgages, 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 Mortgages, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and onable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, 6

| should the sa               | me be so foreclosed,                          | said fee to be a part of th   | dept merce, even                                  |   |                                  |   |
|-----------------------------|---|---|---|---|----------------------------------|---|
| IN WITNE                    | 88 WHEREOF the u                              | indersigned Vaugh   | n Black and                                       | wife, Tonya Bla   | ick                              |   |
|                             | o set Our signatu                             |   | day of August                                     | nn Black lac  | M<br>K                           | (SEAL) (SEAL) (SEAL)  |
| whose name                  | Shelby the undersigned to the i               | county fined Mary Land Min Black and with the conveyance, and the | d who are known                                   | , a Notary Public in and it<br>Lack<br>to me acknowledged before<br>ted the same voluntarily or | me on this day                   | у.  |
| that being ir               | formed of the content<br>ler my hand and offi | nts of the conveyance   | tuel yrea   |   |                                  | Notary Public.  |
| whose name<br>a corporation | on, is signed to the fo                       | COUNTY  Reynald,  Black, Janger  regoing conveyance, and  as such officer and with it  letial seal, this the  | who is known to me, a<br>full authority, executed | a Notary Public in and cknowledged before me, or the same voluntarily for an 19 9 3             | n this day that ad as the act of | , informed of the   |
| <b>. . .</b> .              | 21  | MORTGAGE DEED   | 18748   | 1996-16418 LERTIFIED  | ording Fee \$ Deed Tax \$        | This form furnished by CONWILL, HARRISON  4. JUSTICE P. O. Box 557  Columbiana, Alabama 35051 |