

This instrument was prepared by

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,

Price Napier and wife,

(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 and according
to the terms and conditions of said note.

1996-16419

Inst

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,

Price Napier and wife,

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:

A parcel of land located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 3, Township 19 South, Range 2 East, Shelby County, Alabama, said parcel of land being more particularly described as commencing at the SW corner of said SE $\frac{1}{4}$ -SW $\frac{1}{4}$ and proceed East a distance of 444.73 feet to a point on the East boundary of a gravel road; thence turn 91 deg. 57 min. 38 sec. left and proceed North 01 deg. 57 min. 38 sec. West along the East boundary of said road a distance of 419.74 feet to the point of beginning of herein described parcel of land; thence continue North 01 deg. 37 min. 38 sec. West along said road boundary a distance of 167.08 feet to the point of beginning of a curve concave left having a radius of 259.56 feet and a central angle of 17 deg. 01 min. 25 sec.; thence proceed along the arc of said curve concave left a distance of 77.12 feet; thence leaving said road proceed South 89 deg. 33 min. 10 sec. East a distance of 384.76 feet to a point on the West right-of-way boundary of the Central of Georgia Railroad; thence proceed South 02 deg. 59 min. 02 sec. East along the West right of way boundary of said railroad a distance of 242.81 feet; thence proceed North 89 deg. 33 min. 10 sec. West a distance of 377.82 feet to the point of beginning of herein described parcel of land. Containing 2.1 acres.

Inst # 1996-16419

05/21/1996-16419

10:36 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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

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 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 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 Price Napier and wife,

have hereunto set OUR signature and seal, this September day of August, 1993
Price Napier (SEAL)
Price Napier (SEAL)
Fanchon Napier (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 Price Napier and wife,
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 day of August, 1993 Notary Public

THE STATE of Alabama }
COUNTY }
I, *Mary Lee Reynolds*, a Notary Public in and for said County, in said State,
hereby certify that *Price Napier and Fanchon Napier*
of
whose name as 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 Sept, 1993
Mary Lee Reynolds Notary Public

MY COMMISSION EXPIRES JUNE 21, 1996

Return to:

TO

MORTGAGE DEED

Inst # 1996-16419

05/21/1996-16419

10:36 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 MCD 10.50

Recording Fee \$

Deed Tax \$

This form furnished by

HARRISON, CONWILL, HARRISON

& JUSTICE

P. O. Box 557

Columbiana, Alabama 35051