

This instrument was prepared by

(Name) E.C. Herrin

(Address) 1675 Montclair Rd, B'ham, Al 35210

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Bob R. Newton, a married man

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

James H. Suggs and wife Ruth Suggs

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

of Three Hundred Fifteen Thousand and no/100 ----- Dollars
(\$ 315,000.00), evidenced by

One Promissory note of even date

Inst # 1996-19043

06/12/1996-19043
11:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
406.00

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, Bob R. Newton

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 ATTACHED SHEET FOR LEGAL DESCRIPTION

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

This is a purchase money mortgage.

Upon the sale or transfer of the mortgage property as described herein, without the prior written consent or permission of the mortgagees, then in that event the whole of the said indebtedness hereby secured shall at once become due and payable and if not paid upon demand of the mortgagees, then this mortgage shall be subject to foreclosure as hereinafter set forth.

The mortgagor hereby expressly agrees to pay ad valorem taxes as they fall due and furnish mortgagees evidence of such payment on or before December 31 of each year.

THIS IS NOT THE HOMESTEAD OF THE MORTGAGOR.

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 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

Bob R. Newton, a married man

have hereunto set my signature and seal, this 5th day of June, 19 96
..... (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)

THE STATE of Alabama }
Jefferson COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that Bob R. Newton, a married man

whose name 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 the conveyance he executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 5th day of June, 19 96

Mary D. Harris Notary Public.

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 the day of, 19
..... Notary Public

Return to:

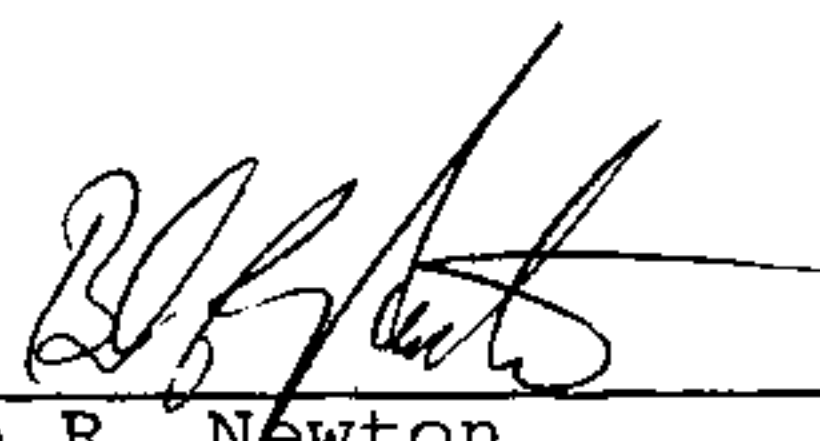
Return To:
E.C. HERRIN
1675 Montclair Rd
B'ham, AL
35210

MORTGAGE DEED

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

Commencing at the Northwest Corner of Section 29 Township 19 South Range 1 East Shelby County , Alabama; thence East along the North Boundary Line of said section for a distance of 671.30 feet; thence South 2 degrees 43 minutes 44 seconds East, a distance of 3674.61 feet for the POINT OF BEGINNING; thence continue along last said course a distance of 381.20 feet to the South boundary line of the Northwest Quarter of the Southwest Quarter of Section 29 Township 19 South Range 1 East ; thence North 89 degrees 29 minutes 12 seconds East along said South boundary line for a distance of 648.41 feet to the Southeast Corner of the Northwest Quarter of the Southwest Quarter of Section 29 Township 19 South Range 1 East ; thence continue along last said course for a distance of 15.0 feet thence North 2 degrees 24 minutes 52 seconds West a distance of 598.0 feet ; thence South 89 degrees 29 minutes 12 seconds West for a distance of 15.0 feet; thence North 2 degrees 24 minutes 52 seconds West, a distance of 28.28 feet to the South Right of way line of U.S. Highway No. 280 and the point of curvature of a tangent curve, concave to the North, having a radius of 15625.22 feet, a central angle of 1 degree 26 minutes 41 seconds, and a chord of 393.96 feet bearing South 86 degrees 03 minutes 11 seconds West; thence West along said curve, a distance of 393.97 feet; thence South 5 degrees 16 minutes 02 seconds East, a distance of 208.00 feet; thence South 86 degrees 26 minutes 57 seconds West, a distance of 267.12 feet to the POINT OF BEGINNING; said described tract containing 8.0 acres, more or less.

Situated in Shelby County, Alabama.


Rob R. Newton

Inst # 1996-19043

06/12/1996-19043
11:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 SNA 496.00