

This instrument was prepared by

(Name).....

(Address).....

Form 1-1-88 Rev. 1-88
MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA } **KNOW ALL MEN BY THESE PRESENTS: That Whereas,**
COUNTY SHELBY

George H. Martin and wife, Barbara P. Martin

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
Dale Parker and wife, Louise Parker

(hereinafter called "Mortgagee", whether one or more), in the sum
of One hundred and no/100----- Dollars
(\$ 100.00----), evidenced by First mortgage. Recorded in Shelby county, Alabama,
on June 12, 1996 - 19134 Inst. #1996-19134.

Inst # 1996-30712

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, George H. Martin and wife, Barbara P. Martin

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 Exhibit "A" attached hereto.

Inst # 1996-30712

09/18/1996-30712
08:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCB 13.65

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 George H. Martin and wife, Barbara P. Martin

have hereunto set their signatures and seal, this 14th day of Sept, 1996
George H. Martin (SEAL)
Barbara P. Martin (SEAL)
Barbara P. Martin (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 George H. Martin and wife, Barbara P. Martin
whose names 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 14th day of September, 1996
Notary Public.

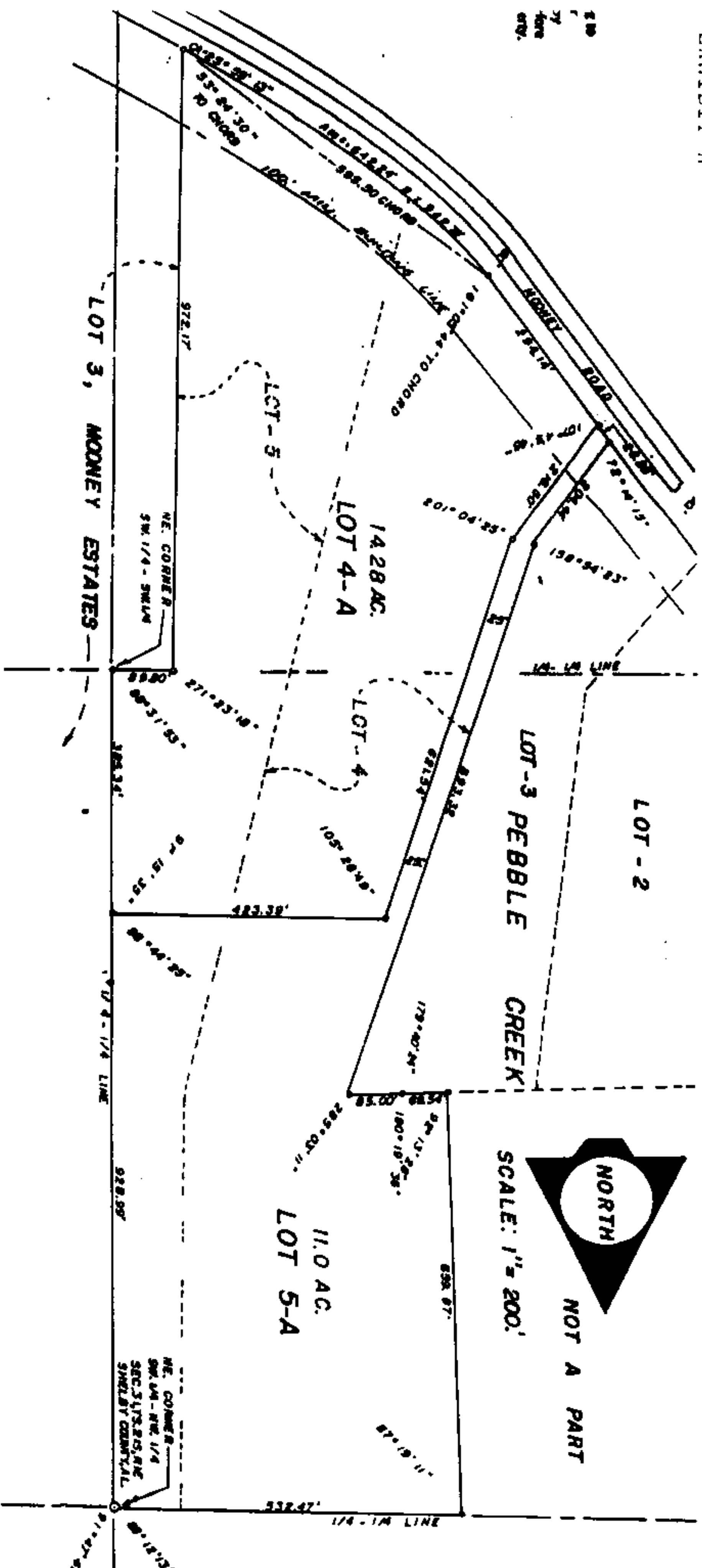
THE STATE of }
COUNTY }
I, a Notary Public in and for said County, in said State,
hereby certify that
whose name as of
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that,
being informed of the contents of such conveyance, he, as such 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:

TO

MORTGAGE DEED

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



Registered Professional Land Surveyor in the State of Alabama do hereby certify that this my survey as shown hereon. That there are no visible encroachments of any kind upon it as shown excluding utility service lines, wires or poles that serve the subject properties indicated easements or right of ways. That steel pin or pipe corners have been found or as shown hereon represented by small circles. I further certify that this survey and in technical standards for the practice of land surveying in the State of Alabama, the) being as follows:

A RESERVE OF LOTS 4 AND 5, PEBBLE CREEK (SUBDIVISION) as recorded in Map Book 13, Page 14, in the Office of the Judge of Probate of Shelby County, Alabama, and known hereon as LOTS 4-A and 5-A, each described separately by metes and bounds as follows:

LOT 4-A

Beginning at the southeast corner of the SW 1/4 of the NW 1/4 of Section 31, Township 21 North, Range 1 East, Shelby County, Alabama and run thence northerly along the east line of said quarter-quarter a distance of 585.34' to a pole; Thence turn 86 44'25" left and run westerly 423.39' to a pole; Thence turn 74 31'11" left and run southeasterly 651.54' to a pole; Thence turn 21 04'25" right and continue southeasterly 216.50' to a pole on the northerly margin of the Mooney Road; Thence turn 72 14'15" left and run southeasterly along said margin of said road a distance of 294.14' to the P.C. (Beginning Point) of a curve to the left having a central angle of 25 59'13" and a radius of 942.79'; Thence turn 18 34'11" left to cleared land and run southeasterly along said cleared land a distance of 595.50' to a pole; Thence turn 126 33'20" left from cleared land and run northerly 972.17' to a pole on the north line of the SW 1/4 of the NW 1/4 of said section 31; Thence turn 91 23'18" right and run easterly along said quarter-quarter line a distance of 89.80' to the pole of beginning, containing 14.28 acres.

LOT 5-A

Beginning at the northeast corner of the SW 1/4 of the NW 1/4 of Section 31, Township 21 North, Range 1 East, Shelby County, Alabama and run thence southerly along the east line of said quarter-quarter section a distance of 928.97' to a pole; Thence turn 91 15'35" right and run westerly 423.39' to a pole; Thence turn 74 31'11" left and run southeasterly 621.54' to a pole; Thence turn 21 04'25" right and continue southeasterly 216.50' to a pole on the northerly margin of the Mooney Road; Thence turn 107 45'45" right and run northeasterly along said margin of said road a distance of 26.23' to a pole; Thence turn 72 14'15" right and run northeasterly 204.44' to a pole; Thence turn 21 05'37" left and continue westerly 893.32' to a pole; Thence turn 105 03'11" left and run westerly 85.00' to a pole; Thence turn 00 19'36" left and continue westerly 69.54' to a pole; Thence turn 87 46'32" right and run northerly 639.87' to a pole on the north line of said SW 1/4 of the NW 1/4 of said section 31; Thence turn 92 40'49" right and run easterly along said quarter-quarter line a distance of 532.47' to the pole of beginning, containing 11.00 acres.

Inst # 1996-30712

09/18/1996-30712
08:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEL 13.65

Inst # 1996-19103

06/12/1996-19133
03:05 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 11.00

