

This instrument was prepared by

(Name) Sid W. Smyer, Jr.

(Address) 2118 First Avenue North Birmingham, Alabama 35203

Form 1-1-22 Rev. 1-46

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

David B. King and Julie C. King, wife

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

Birmingham Realty Company, an Alabama Corporation

(hereinafter called "Mortgagee", whether one or more), in the sum
of Seven Thousand and No/100----- Dollars
(\$ 7,000.00), evidenced by a "Real Estate Mortgage Note" of even date

Inst # 1997-05690

02/24/1997-05690
09:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE HEN 21.50

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,

David B. King and Julie C. King, 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 situated in the Northeast 1/4 of the Northwest 1/4 of Section 34, Township 17 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 34, Township 17 South, Range 1 East and run West along the North line of said 1/4-1/4 section a distance of 250.45 feet to the Point of Beginning, said point being on the Northeasterly right-of-way line of Shelby County Hwy. No. 101 and lying on a curve to the right having a radius of 676.24 feet and a central angle of 45° 22' 01"; thence 60° 59' 54" to the left (angle measured to tangent) along the arc of said curve to the right and along said right-of-way line in a Southwesterly direction a distance of 535.45 feet to a point on the West line of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of said section; thence 105° 34' 40" to the right (angle measured to tangent) in a Northerly direction along said West line a distance of 323.37 feet to a point on the North line of said 1/4-1/4 section; thence 90° 03' 14" to the right in an Easterly direction along the North line of said 1/4-1/4 section a distance of 409.54 feet to the point of beginning.

Except:

-Right-of-way granted Alabama Power Company recorded in Deed Book 131, Page 163; Deed Book 131, Page 135; Deed Book 141, Page 593 and Deed Book 142, Page 490;

Right-of-way granted Shelby County recorded in Deed Book 260, Page 760, 762 and 764; and

Right-of-way granted Bell Telephone Company recorded in Deed Book 132, Page 61.

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

have hereunto set their signatures and seal, this 21st day of February, 1997
David B. King (SEAL)
Julie King (SEAL)
(SEAL)
(SEAL)

THE STATE of Alabama }
Jefferson COUNTY }
I, Manda Gail Stone, a Notary Public in and for said County, in said State,
hereby certify that David B. King and Julie C. King wife
whose name(s) 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 executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 21st day of February, 1997
MY COMMISSION EXPIRES OCTOBER 11, 2000 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

Inst # 1997-05690

02/24/1997-05690
09:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 21.50

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Insurance Division
TITLES INSURANCE - ABSTRACTS

Birmingham, Alabama