

This instrument was prepared by

(Name) WILLIAM K. BRADFORD, ATTORNEY AT LAW

(Address) 2205 MORRIS AVENUE, BIRMINGHAM, ALABAMA 35203

Form 1-1-28 Rev. 1-68

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

R. LARRY FORD and wife JO ANN S. FORD

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

LARRY N. WHEELER and wife ELIZABETH WHEELER

(hereinafter called "Mortgagee", whether one or more), in the sum of Five Thousand Five Hundred Seventy & 54/100 Dollars (\$ 5,570.54), evidenced by A promissory note of even date repayable according to the terms and at the rate of interest stated therein, with a final installment being due and payable on or before March 1, 2007.

1997-11133
04/10/1997-11133
10:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SNA 19.40

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof, and any extensions or renewals of the same or any portion thereof and also to secure any and all indebtedness or obligations, direct or contingent, now existing or hereafter owed or due mortgagors to mortgagee or either of them,
NOW THEREFORE, in consideration of the premises, said Mortgagors,

R. LARRY FORD and wife JO ANN S. FORD

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 IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 1 EAST, BEING THE SAME LAND DESCRIBED IN A DEEDS TO LARRY R. AND JO ANN FORD, RECORDED IN REAL BOOK 204 AT PAGE 937 AND REAL BOOK 214 AT PAGE 839, OF THE REAL PROPERTY RECORDS OF SHELBY COUNTY, ALABAMA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR SET, WITH A CAP STAMPED "E. WHEELER RPLS 16165", AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31;

THENCE N 89°21'30" W, ALONG THE SOUTH LINE OF SAID SIXTYFOURTH SECTION, A DISTANCE OF 27.11 FEET TO A 1/2" REBAR SET, WITH A CAP STAMPED "E. WHEELER RPLS 16165", ON THE WEST RIGHT-OF-WAY OF HUGHES ROAD;

THENCE ALONG A CURVE, TO THE RIGHT, IN SAID RIGHT-OF-WAY, HAVING A RADIUS OF 445.00 FEET AND A CHORD BEARING OF N 04°50'30" E, AN ARC LENGTH OF 183.92 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID CURVE AN ARC LENGTH OF 7.80 FEET;

THENCE N 17°41'56" E, A DISTANCE OF 7.39 FEET, ALONG SAID RIGHT-OF-WAY;

THENCE ALONG A CURVE, TO THE LEFT, IN SAID RIGHT-OF-WAY, HAVING A RADIUS OF 512.86 FEET AND A CHORD BEARING OF N 04°32'53" E, AN ARC LENGTH OF 235.47 FEET TO A 1/2" REBAR SET, WITH A CAP STAMPED "E. WHEELER RPLS 16165";

THENCE S 89°30'41" W, A DISTANCE OF 200.06 FEET TO A 1/2" REBAR SET, WITH A CAP STAMPED "E. WHEELER RPLS 16165";

THENCE S 00°27'17" E, A DISTANCE OF 240.15 FEET TO A 1/2" REBAR SET, WITH A CAP STAMPED "E. WHEELER RPLS 16165";

THENCE N 88°15'42" E, A DISTANCE OF 175.16 FEET TO THE POINT OF BEGINNING. THE HEREIN DESCRIBED PARCEL CONTAINS 1.107 ACRES OF LAND.

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 Mortgagee 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

R. LARRY FORD and wife JO ANN S. FORD

have hereunto set their signatures and seal, this 19th day of February, 1997

R. Larry Ford (SEAL)
R. Larry Ford

Jo Ann S. Ford (SEAL)
Jo Ann S. Ford (SEAL)

THE STATE of ALABAMA
JEFFERSON

COUNTY

I, The undersigned
hereby certify that R. Larry Ford and his wife Jo Ann S. Ford

, a Notary Public in and for said County, in said State,

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 19th day of February, 1997

Shirley W. Wheeler Notary Public.
3/30/97

THE STATE of

COUNTY

I,
hereby certify that

, a Notary Public in and for said County, in said State,

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: WILLIAM K. BRADFORD
2205 MORRIS AVENUE
BIRMINGHAM, ALABAMA 35203
R. LARRY FORD and wife JO ANN S. FORD

TO

LARRY N. WHEELER and wife ELIZABETH WHEELER

MORTGAGE DEED

Inst # 1997-11133

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10:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SHA 19.40

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

Birmingham, Alabama