

This instrument was prepared by

(Name) ROBERT H. MYNATT

(Address) 102 EAST College St COLUMBIA AL 35051

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

COUNTY SHELBY

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

GLEN WADE BONDING COMPANY

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

of One hundred Twenty Four Thousand ^{24,000} and no/100 Dollars
(\$ 124,000.), evidenced by a promissory note(s) of even date and indemnity agreement of even date

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,

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:

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 signature and seal, this _____ day of _____, 19____
Witnesses (2 required without notary)
Linda S. Essey Donald Wayne Essey
Rachel Michelle Essey Tracy Wayne Essey
Melinda Mayfield _____ (SEAL)

THE STATE OF _____ COUNTY _____

I, _____, a Notary Public in and for said County, in said State,
hereby certify that
whose name(s) signed to the foregoing conveyance, and who is/are known to me acknowledged before me on this day,
that being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same
bears date.
Given under my hand and official seal this _____ day of _____, 19____
_____, 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 Glen Wade Bonding Company, 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/she, as such officer
and with full authority, executed the same voluntarily for and as the act of said company.
Given under my hand and official seal, this the _____ day of _____, 19____
_____, Notary Public

TO
MORTGAGE DEED

SEND TAX NOTICE TO:

(Name) Linda D. Espey

(Address) 1585 Hwy 42 CALERA, AL
35040

This instrument was prepared by

(Name) John L. Cole, Esq.

P.O. Box 55536

(Address) Birmingham, AL 35255

FM No. ATC 27 Rev. 5/82

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - ALABAMA TITLE CO., INC., Birmingham, AL.

#500.00

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One Dollar and other good and valuable considerations DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Gerald W. Espey, a single man and Linda D. Espey, a single woman

(herein referred to as grantors) do grant, bargain, sell and convey unto

Linda D. Espey, Gerald Wayne Espey, Jr., Rachel Michele Espey,

Tracy Wayne Espey, Christopher Linden Espey and Christian Lee Espey

(herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in

Shelby

County, Alabama to-wit:

That part of the W 1/3 of the E 1/4 of the NE 1/4 of Section 2, Township 22 South, Range 2 West, Shelby County, Alabama lying North of Shelby County Road No. 42 described as follows: Begin at the Northeast corner of said Section 2 and run Southerly along the East side of the said Section 2 for 1112.30 feet, more or less, to a point on the North right-of-way of Shelby County Road No. 42; thence turn an angle of 87 degrees 49 minutes 19 seconds to the right and run Westerly along the said right-of-way for 885.35 feet, more or less, to the point of beginning; thence continue along the last described course for 442.78 feet, more or less; thence turn an angle of 92 degrees 22 minutes 04 seconds to the right and run Northerly for 1215.82 feet, more or less, to the North line of said Section 2; thence turn an angle of 92 degrees 06 minutes 22 seconds to the right and run Easterly along the North line of said Section 2 for 441.40 feet, more or less; thence turn an angle of 87 degrees 49 minutes 53 seconds to the right and run Southerly for 1181.31 feet, more or less, back to the point of beginning, containing 12.155 acres, more or less.

09/22/1994-28844
08:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 HCB 13.00

TO HAVE AND TO HOLD unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 21st

day of Sept, 1994

WITNESS:

(Seal)

(Seal)

(Seal)

GERALD W. ESPEY

LINDA D. ESPEY

STATE OF ALABAMA

SHELBY

COUNTY

I, THE UNDERSIGNED

_____, a Notary Public in and for said County, in said State, hereby certify that Gerald W. Espey, a single man and Linda D. Espey, a single woman 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 have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of Sept, A. D., 1994

Exp. 3/18/1997

Notary Public

Inst # 1994-28844