

This instrument was prepared by

(Name) Wallace, Ellis, Head & Fowler, Attorneys

(Address) Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-58

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Steve Thomas and wife, Janice Thomas

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

William M. Schroeder, Dorothy D. Schroeder, and David P. Downs

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

of THIRTY-SEVEN THOUSAND AND NO/100

Dollars

(\$ 37,000.00), evidenced by one Real Estate Mortgage Note of this date in the amount of \$37,000.00, together with interest upon the unpaid portion thereof from date at the rate of 10% per annum, in monthly installments of \$561.44, payable on the 7th day of each month after date, commencing May 7, 1986, until said sum is paid in full.

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,

Steve Thomas and wife, Janice Thomas

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:

DESCRIPTION SHOWN ON EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS FULLY AS IF SET OUT HEREIN, AND WHICH IS SIGNED BY MORTGAGORS FOR IDENTIFICATION.

It is agreed and understood that Mortgagors shall have the right to prepay, at any time, all or any part of the above stated indebtedness, without penalty, by paying such amount of prepayment, plus the accrued interest as of such prepayment date.

✓ Return to WEH & F

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

have hereunto set OUR signature S and seal, this 7th day of April, 19 86.

*Steve Thomas* (SEAL)  
(Steve Thomas)

*Janice M. Thomas* (SEAL)  
(Janice Thomas) (SEAL)

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THE STATE of ALABAMA  
SHELBY COUNTY }

I, the undersigned hereby certify that Steve Thomas and wife, Janice Thomas

, 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 were signed.

Given under my hand and official seal this 7th day of April, 19 86.

*Lance Brasher* Notary Public.

THE STATE of \_\_\_\_\_  
\_\_\_\_\_ COUNTY }

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

I, 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

## LEGAL DESCRIPTION:

## PARCEL 7:

Commence at the Northwest corner of the SW 1/4 of the SE 1/4, Section 1, Township 22 South, Range 1 East; thence proceed in a Southerly direction along the West boundary of said 1/4-1/4 for a distance of 775.21 feet to a point, being the point of beginning of the parcel of land herein described; thence continue along said West boundary of said 1/4-1/4 for 294.25 feet to a point; thence turn an angle of 89 deg. 47' 53" left and run 1517.56 feet to a point; thence turn an angle of 137 deg. 41' 12" left and run 42.69 feet to a point; thence turn an angle of 65 deg. 04' 42" right and run 83.82 feet to a point; thence turn an angle of 92 deg. 56' 38" left and run 148.68 feet to a point; thence turn an angle of 72 deg. 49' 46" right and run 86.79 feet to a point; thence turn an angle of 71 deg. 32' 59" left and run 232.76 feet to a point; thence turn an angle of 15 deg. 47' 48" left and run 1139.93 feet to the point of beginning. Said parcel of land is located in the SE 1/4 of SE 1/4 and SW 1/4 of SE 1/4, Section 1, Township 22 South, Range 1 East, Shelby County, Alabama. Excepted from said parcel is any and all portions of lands that lie below the datum plane of 397 feet above mean sea level as established by the USC&G Survey. Said parcel is also subject to a flood right up to the datum plane of 398 feet above mean sea level.

## PARCEL 8:

Commence at the Northwest corner of the SW 1/4 of the SE 1/4, Section 1, Township 22 South, Range 1 East; thence proceed in a Southerly direction along the West boundary of said 1/4-1/4 for a distance of 1069.46 feet to a point, being the point of beginning of the parcel of land herein described; thence continue along said West boundary of said 1/4-1/4 for a distance of 247.90 feet to a point, being the Southwest corner of the SW 1/4 of SE 1/4, Section 1, Township 22 South, Range 1 East; thence turn an angle of 0 deg. 24' 26" right and run 12.10 feet to a point; thence turn an angle of 90 deg. 12' 19" left and run 1307.75 feet to a point; thence turn an angle of 58 deg. 59' 10" right and run 23.44 feet to a point; thence turn an angle of 62 deg. 28' 01" left and run 129.37 feet to a point; thence turn an angle of 62 deg. 55' 45" left and run 42.54 feet to a point; thence turn an angle of 45 deg. 30' 50" right and run 134.90 feet to a point; thence turn an angle of 52 deg. 54' 29" left and run 125.77 feet to a point; thence turn an angle of 75 deg. 57' 01" left and run 127.76 feet to a point; thence turn an angle of 30 deg. 14' 44" left and run 1517.56 feet to the point of beginning. Said parcel is located in the SE 1/4 of SE 1/4 and SW 1/4 of SE 1/4, Section 1, Township 22 South, Range 1 East, and the NE 1/4 of NE 1/4 and NW 1/4 of NE 1/4, Section 12, Township 22 South, Range 1 East, Shelby County, Alabama. Excepted from said parcel is any and all portions of lands that lie below the datum plane of 397 feet above mean sea level as established by the USC&G survey. Said parcel is also subject to a flood right up to the datum plane of 398 feet above mean sea level.

Also an easement for ingress and egress and installation of utilities over and across the road easement described as follows:

Commence at the Southwest corner of the NW 1/4 of the NE 1/4, Section 12, Township 22 South, Range 1 East; thence proceed in an Easterly direction along the South boundary of said 1/4-1/4 for a distance of 406.69 feet to a point, being the point of beginning of the centerline of a 60-foot easement herein described; thence turn an angle of 94 deg. 52' 21" left and run 427.20 feet; thence run along a curve to the right (concave Easterly and radius = 435.87 feet) for an arc distance of 175.70 feet; thence run along a tangent section for 724.43 feet; thence run along a curve to the right (concave Southeasterly and radius = 227.17 feet) for an arc distance of 111.37 feet; thence run along a tangent section for 26.9 feet; thence run along a curve to the left (concave Northwesterly and radius = 7544.81 feet) for an arc distance of 359.93 feet; thence run along a tangent section for 15.52 feet; thence run along a curve to the left (concave Northwesterly and radius = 3583.17 feet) for an arc distance of 199.95 feet; thence run along a tangent section for 174.95 feet; thence run along a curve to the left (concave Northwesterly and radius = 848.69 feet) for an arc distance of 238.42 feet; thence run along a tangent section for 545.60 feet; thence run along a curve to the left (concave Westerly and radius = 399.17 feet) for an arc distance of 167.96 feet; thence run along a tangent section for 146.04 feet; thence turn an angle of 48 deg. 01' 34" right and run 91.50 feet; thence run along a curve to the right (concave Southeasterly and radius = 390.59 feet) for an arc distance of 157.82 feet; thence run along a tangent section for 48.18 feet to the point of ending. Said easement shall be sixty (60) feet in width, thirty feet each side of the above described centerline. Said easement is located in the NE 1/4 of SE 1/4, SE 1/4 of SE 1/4, and SW 1/4 of SE 1/4, Section 1, Township 22 South, Range 1 East, and the NW 1/4 of NE 1/4, Section 12, Township 22 South, Range 1 East, Shelby County, Alabama.

*Janice M. Thomas*  
 Janice M. Thomas

STATE OF ALA. SHELBY CO.  
 INSTRUMENTS  
 1986 APR -8 AM 8:13

1986 APR -8 AM 8:13

*Thomas M. Thomas*  
 JUN 13 1986

1. Deed Tax \$ 55.50  
 2. Mtg. Tax 7.50  
 3. Recording Fee 2.00  
 4. Indexing Fee 2.00  
 TOTAL 65.00