

This Instrument Prepared By:  
DANIEL M. SPITLER  
Attorney at Law  
108 Chandalar Drive  
Pelham, Alabama 35124

1700  
MORTGAGE

STATE OF ALABAMA                    )  
  )  
SHELBY COUNTY                        )       KNOW ALL MEN BY THESE PRESENTS:

That, Whereas,

**JAMES SIMMONS and wife, JANET L. SIMMONS**

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

**CHARLES W. MOBLEY, a married man**

(hereinafter called "Mortgagee", whether one or more), in the sum of TWELVE THOUSAND THREE HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS (\$12,328.00), evidenced by Promissory Note of even date herewith.

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:

Commence at the NW corner of the NE 1/4 of Section 20, Township 20 South, Range 2 East; thence run South along the West line of said 1/4 1/4 Section for 470.80 feet to the point of beginning; thence continue last described course for 501.28 feet to the center line of Yellow Leaf Creek; thence 91 deg. 33 min. 18 sec. left, run along said creek 149.7 feet; thence 19 deg. 34 min. 30 sec. left run along said creek 170.26 feet; thence 8 deg. 17 min. 45 sec. right run along said creek for 144.94 feet; thence 11 deg. 36 min. 08 sec. right run along said creek for 150.03 feet; thence 3 deg. 56 min. 18 sec. right run along said creek 82.10 feet; thence 92 deg. 48 min. 37 sec. left run 154.00 feet; thence 90 deg. right run 1481.17 feet to the Westerly right of way line of State Highway 25; thence 92 deg. 25 min. left to tangent of a curve having a radius of 3222 feet; thence run along said curve and right of way for 250.00 feet; thence 91 deg. 01 min. 37 sec. left from tangent of said curve run 2162.69 feet to the point of beginning; being situated in Shelby County, Alabama.

**SUBJECT TO:**

Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Real 84 page 178 in Probate Office of Shelby County, Alabama.

Right of Way granted to Alabama Power Company by instrument recorded in Lis Pendens Book 4 page 381 in Probate Office of Shelby County, Alabama. Mineral and Oil Lease recorded in Deed Book 331 page 69 in Probate Office of Shelby County, Alabama.

Less and except any part of subject property lying within Yellow Leaf Creek as shown by survey of Thomas E. Simmons, dated October 31, 1986.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

This Mortgage is not assumable and the Note secured with this Mortgage is due and payable upon sale of any interest of this property by the Mortgagors herein.

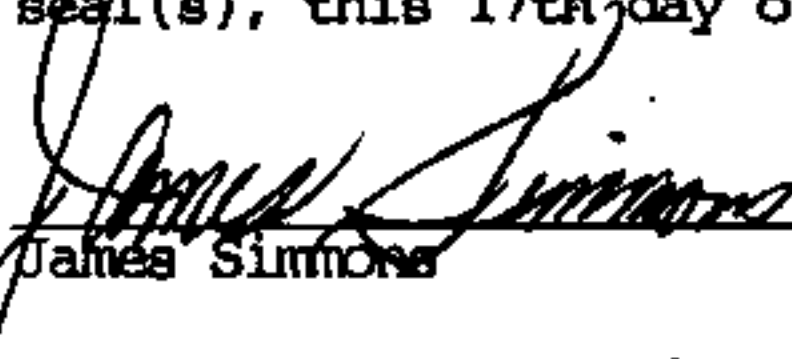
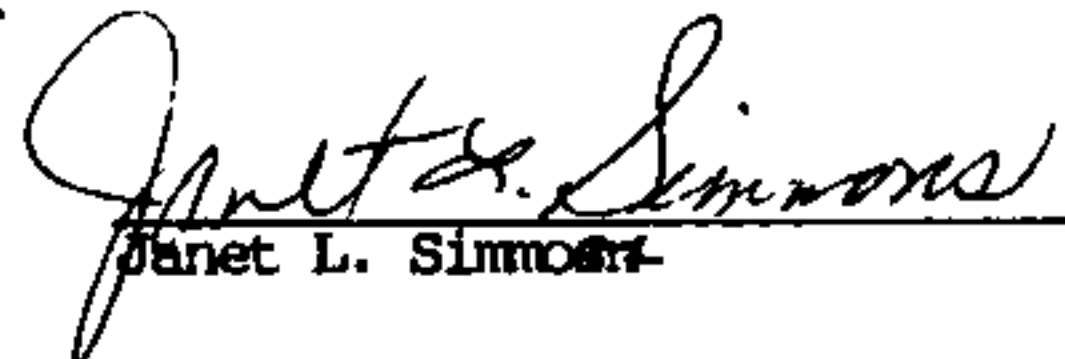
Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

BOOK 101 PAGE 557

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 of said Mortgagee or assigns, additional to the debt hereby specifically 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 thereby secured.

IN WITNESS WHEREOF the undersigned have hereunto set his/her/their signature(s) and seal(s), this 17th day of November, 1986.

 (SEAL)  (SEAL)  
James Simmons Janet L. Simmons

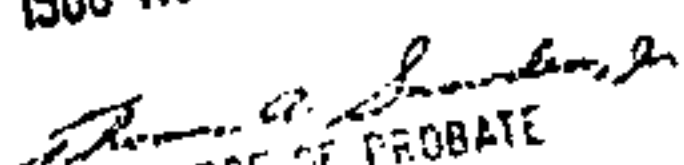
STATE OF ALABAMA )  
SHELBY COUNTY )

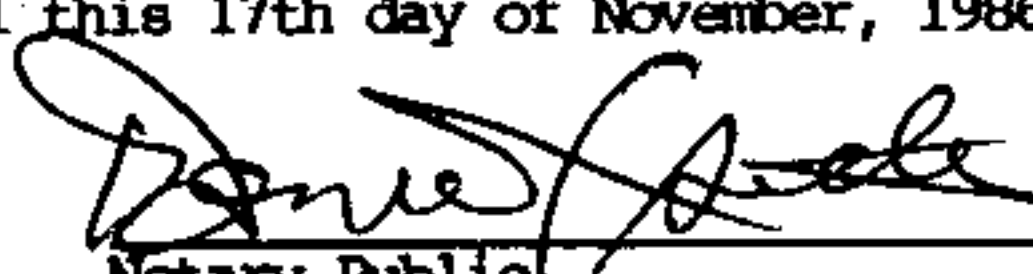
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James Simmons and wife, Janet L. Simmons whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of November, 1986.

STATE OF ALA. SHELBY CO.  
(NOTARIAL SEAL) I CERTIFY THIS  
INSTRUMENT WAS FILED

1986 NOV 21 AM 8:46

  
JUDGE OF PROBATE

  
Notary Public

1. Deed Tax	\$	
2. Mig. Tax		18.60
3. Recording Fee		5.00
4. Indexing Fee		1.00
TOTAL		24.60