

This instrument was prepared by

(Name) N. Allison

(Address) 412 4th Ave. Bessemer, Alabama 35020

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Jeff R. Copeland and wife, Joy K. Copeland

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

Weaver Agency of Bessemer, Inc.

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

of Four thousand seven hundred twenty two and no/100----- Dollars
(\$ 4,722.00), evidenced by a promissory note of even date herewith due and
payable in accordance with the terms and conditions of said note and/or
any renewal or extention thereof.

Purchaser shall have the right to pay the entire indebtedness at any time
without any unearned interest being charged, it being the intention of
the parties that only earned interest be paid to this indebtedness.

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,

Jeff R. Copeland and wife, Joy R. Copeland

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:

See attached Exhibit "A" for legal description.

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CS 341 471 1002

Lay Lake Farms, Inc.

P.O. Box - 556

Bessemer Al. 35021-0556

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 Jeff R. Copeland and wife, Joy K. Copeland have hereunto set we signature s and seal, this 30th day of April, 1985

(SEAL)
(SEAL)
(SEAL)
(SEAL)

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THE STATE of ALABAMA
JEFFERSON COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeff R. Copeland and wife, Joy K. Copeland

are
whose name s /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, 30th day of April, 1985

Given under my hand and official seal this 30th day of April, 1985
Nancy Carol Allison, 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

This form furnished by

AND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203

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"EXHIBIT A"

Commence at the NE Corner of the NE 1/4 of the SW 1/4 of Section 33, Township 20 South, Range 2 West; thence run South 00 degrees 43 minutes, 15 seconds West 266.67 feet to the point of beginning, said point also being the centerline of a dirt road; thence run North 85 degrees 45 minutes 50 seconds East 345.93 feet, along said road; thence run North 78 degrees 33 minutes 50 seconds East 756.79 feet; thence run South 86 degrees 10 minutes 10 seconds East 109.79 feet; thence run South 05 degrees 14 minutes 50 seconds West 327.11 feet; thence run South 59 degrees 31 minutes 50 seconds West 267.33 feet; thence run South 57 degrees 15 minutes 50 seconds West 199.04 feet; thence run South 72 degrees 18 minutes 50 seconds West 151.14 feet; thence run South 58 degrees 55 minutes 50 seconds West 231.83 feet; thence run South 39 degrees 33 minutes 50 seconds West 99.96 feet; thence run South 71 degrees 04 minutes 50 seconds West 114.32 feet; thence run South 53 degrees 31 minutes 50 seconds West 432.17 feet; thence run South 19 degrees 38 minutes 10 seconds East 62.68 feet; thence run South 16 degrees 08 minutes 50 seconds West 255.66 feet; thence run South 24 degrees 34 minutes 10 seconds East 123.92 feet; thence run South 09 degrees 23 minutes 10 seconds East 205.91 feet; thence run South 51 degrees 50 minutes West 150.03 feet; thence run South 41 degrees 38 minutes West 100.62 feet; thence run North 20 degrees 05 minutes 01 second West 1267.66 feet; thence run North 39 degrees 17 minutes 39 seconds East 239.83 feet; thence run North 50 degrees 49 minutes 50 seconds East 411.07 feet; thence run North 69 degrees 27 minutes 50 seconds East 123.65 feet; thence run North 85 degrees 45 minutes 50 seconds East 117.32 feet to the point of beginning.

STATE OF ALA. SHELLEY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 MAR -4 PH 2:35

Thomas A. Cunningham, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ 7.20
2. Mig. Tax	7.50
3. Recording Fee	1.00
4. Indexing Fee	15.70
TOTAL	