

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

2154

MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas,

JUNE M. JONES and husband, ARVIE V. JONES

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

ELLIS SERVICE CORP.

(hereinafter called "Mortgagee", whether one or more), in the sum of THIRTY-FOUR THOUSAND SEVEN HUNDRED NINETY AND NO/100 DOLLARS (\$34,790.00), 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:

Begin at the Northwesternmost corner of Lot 11, Deer Springs Estates, Second Sector, as recorded in Map Book 5 page 85 in the Office of the Judge of Probate of Shelby County, Alabama; and run thence Northeasterly along the North line of said Lot 11 a distance of 174.18 feet to a point; thence turn a deflection angle of 20 deg. 4 min. to the right and run Northeasterly a distance of 30.0 feet to a point; thence turn a deflection angle of 102 deg. 10 min. 7 sec. right and run Southerly a distance of 219.57 feet to a point on the South line of said Lot 11; thence turn a deflection angle of 50 deg. 33 min. 53 sec. right and run Southwesterly a distance of 35.0 feet to a point; thence turn a deflection angle of 6 deg. 8 min. left and continue Southwesterly a distance of 160.0 feet to point on the Northerly line of a cul de sac curve having a radius of 50 feet and a central angle of 43 deg. 30 min.; thence continue along the arc of said cul de sac curve an arc distance of 41.87 feet to a point; thence run Northerly along the Westerly most line of subject Lot 11 a distance of 232.03 feet to the point of beginning; being situated in Shelby County, Alabama.

SUBJECT TO:

Building setback line of 35 feet reserved from Chatham Court as shown by plat.

Public utility easements as shown by recorded plat, including 20 feet on the Northwest, North and East; 15 feet on Southeast sides of subject property.

Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 127 page 399 in Probate Office of Shelby County, Alabama.

Right of way granted to Shelby County by instrument recorded in Deed Book 188 page 586 in Probate Office of Shelby County, Alabama.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 298 page 585 in Probate Office of Shelby County, Alabama.

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

Ray Ellis
P.O. Box 545
Huntsville Al.

BOOK 259 PAGE 862

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.

BOOK 259 PAGE 863
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 28th day of September, 1989.

June M. Jones (SEAL)
June M. Jones

Arvie V. Jones (SEAL)
Arvie V. Jones

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that June M. Jones and husband, Arvie V. Jones 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 28th day of September, 1989.

Shelby B. Fenton
Notary Public

STATE OF ALABAMA
COUNTY OF SHELBY

THE WEST 1.0 ACRE OF LOT 11, DEER SPRINGS ESTATES, SECOND ADDITION as recorded in Map Book 5, Page 85, in the Office of the Judge of Probate of Shelby County, Alabama more particularly described as follows:

Begin at the Northwesternmost corner of Lot 11, Deer Springs Estates, Second Sector, as recorded in map book 5, page 85, in the Office of the Judge of probate of Shelby County, Alabama and run thence northeasterly along the north line of said Lot 11 a distance of 174.18' to a point, Thence turn a deflection angle of 20°04' to the right and run northeasterly a distance of 30.0' to a point, Thence turn a deflection angle of 102°10' 07" right and run southerly a distance of 219.57' to a point on the south line of said Lot 11, Thence turn a deflection angle of 50°33' 53" right and run southwesterly a distance of 35.0' to a point, thence turn a deflection angle of 6°08" left and continue southwesterly a distance of 160.0' to a point on the northerly line of a cul-de-sac curve having a radius of 50.0' and a central angle of 43° 30', Thence continue along the arc of said cul-de-sac curve an arc distance of 41.87' to a point, Thence run northerly along the westerlymost line of subject lot 11 a distance of 232.03' to the point of beginning, containing 1.0 acre.

BOOK 259 PAGE 865



