

This Instrument Prepared by:  
(Name) James R. Kramer  
(Address) 123 First Street North  
Alabaster, AL 35007

MORTGAGE

Inst # 2001-18014

STATE OF ALABAMA )  
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS: That whereas,

Alfred W. Clark, Jr. and wife, Janice O. Clark

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

C. C. Crumpton and wife, Jewell Crumpton

of Shelby County, Alabama (hereinafter called "Mortgagee", whether one or more), in the sum of Five Hundred Fifteen Thousand dollars (\$515,000.00 ), evidenced by the Mortgage Note attached hereto and made a part hereof.

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 Northwest corner of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama; thence run south along the west line of section 14 a distance of 660.60 feet to the point of beginning; thence continue along the last course along said section line 279.20 feet to a point; thence turn left 92 degrees, 12 minutes, 42 seconds and run Easterly 355.63 feet; thence right 116 degrees, 05 minutes, 44 seconds and run Southwesterly a distance of 222.54 feet; thence left 0 degrees, 57 minutes, 27 seconds, and run Southwesterly 100.73 feet; Thence left 111 degrees, 30 minutes, 53 seconds and run Easterly 544.03 feet to a point on the Westerly right-of-way of State Highway #119 having a central angle of 3 degrees, 32 minutes, 10 seconds and a radius of 3130.00 feet; Thence left 68 degrees, 43 minutes, 52 seconds from tangent in a northeasterly direction along said right-of-way 193.17 feet to the point of tangent; Thence run northeasterly along tangent 215.29 feet; thence left 115 degrees, 56 minutes, 09 seconds and run Westerly leaving said right-of-way 562.24 feet; thence right 112 degrees, 18 minutes, 06 seconds and run Northeasterly 200.00 feet; Thence left 112 degrees, 20 minutes, 57 seconds and run Westerly 467.22 feet to the point of beginning, LESS AND EXCEPT that portion conveyed by separate deed and described as follows: Commence at the Northwest corner of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama; thence run south along the west line of section 14 a distance of 939.80 feet to a point; thence turn left 92 degrees, 12 minutes, 42 seconds and run Easterly 355.63 feet; thence right 116 degrees, 05 minutes, 44 seconds and run Southwesterly a distance of 130.10 feet to the point of beginning of the parcel herein described; thence continue along the same course a distance of 92.44 feet; thence left 0 degrees, 57 minutes, 27 seconds, and run Southwesterly 100.73 feet; Thence left 111 degrees, 30 minutes, 53 seconds and run Easterly 544.03 feet to a point on the Westerly right-of-way of State Highway #119 having a central angle of 3 degrees, 32 minutes, 10 seconds and a radius of 3130.00 feet; Thence left 68 degrees, 43 minutes, 52 seconds from tangent in a northeasterly direction along said right-of-way 193.17 feet to the point of tangent; Thence turn in a westerly direction 544.03 feet, more or less, to the western boundary of the parcel herein described.

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

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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 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 sums 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 the 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 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 (for 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 foreclosed, said fee to be a part of the debt herein secured. It is specifically understood that the mortgagors may prepay this mortgage without penalty.

IN WITNESS WHEREOF: the undersigned, Alfred W. Clark, Jr. and wife, Janice O. Clark have hereunto set their signatures and seals, this \_\_\_\_\_ day of April, 2001.


  
Alfred W. Clark, Jr.

  
Janice O. Clark

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, James R. Kramer, a Notary Public in and for said County in said State, hereby certify that Alfred W. Clark, Jr. and wife, Janice O. Clark 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 20<sup>th</sup> day of April, 2001.

  
Notary Public  
Inst # 2001-18014

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02:01 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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