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State of Alabama

# MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 29, 2004. The Grantor is **Ralph Lucas and wife, Myra Lucas**, ("Borrower"). This Security Instrument is given to **Jason Spinks** whose address is **1205 Ashville Rd. Suite 200 Montevallo, AL 35115** ("Lender"). Borrower owes Lender the principal sum of Eighty Thousand dollars and Zero Cents (U.S. \$80,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for 20 payment, with the full debt of \$84,447.00, if not paid earlier, due and payable on May 1, 2006. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in Shelby County, Alabama:

## SEE ATTACHED EXHIBIT A

which has the address of 9424 Highway 155, Montevallo,  
[Street] [City]  
Alabama 35115 ("Property Address");  
[Zip Code]

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. This Security Instrument shall also cover all replacements and additions. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Alabama Mortgage -

Initial(s) KL-ML





**Exhibit "A"**

From the Northeast corner of the East  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Section 2, Township 24 North, Range 12 East, Shelby County, Alabama, as beginning point, run North 89 degrees 00 minutes 42 seconds West 287.83 feet; run thence North 79 degrees 11 minutes 48 seconds West 172.54 feet; thence run South 28 degrees 18 minutes 54 seconds West 217.34 feet; thence run South 87 degrees 06 minutes 48 seconds West 250.83 feet to the East right of way line of Alabama Highway 155; thence run along said right of way line South 02 degrees 00 minutes West 41.51 feet; thence run South 74 degrees 47 minutes 25 seconds East 826.1 feet; thence run North 02 degrees 48 seconds East 425.14 feet, back to the point of beginning; being situated in Shelby County, Alabama.

**20' ingress/egress & utility easement.**

A parcel of land as situated in Section 2 Township 24 North, Range 12 East, Shelby County, Alabama, being more particularly described as follows: Commence at the Northeast corner of the East half of the Southwest quarter of said section 2; thence run South 02 degrees 02 minutes 48 seconds West for a distance of 251.61 feet; Thence run North 71 degrees 11 minutes 20 seconds West for a distance of 169.84 feet; thence run South 18 degrees 48 minutes 40 seconds West for a distance of 56.00 feet; thence run North 71 degrees 11 minutes 20 seconds West for a distance of 225.00 feet; thence run South 75 degrees 42 minutes 07 seconds West for a distance of 112.47 feet; thence run South 87 degrees 37 minutes 01 seconds West for a distance of 274.14 feet; thence run North 74 degrees 49 minutes 02 seconds West for a distance of 30.22 feet to a point on the Easterly right of way line of Alabama Highway 155; thence run North 01 degrees 57 minutes 28 seconds East for a distance of 12.15 feet to the point of beginning of a 20 foot access easement being 10 feet on each side of the following described centerline; thence run South 89 degrees 21 minutes 27 seconds East for a distance of 197.11 feet to the point of curvature of a curve to the left, said curve having a radius of 150.14 feet; thence run Northeasterly along the arc of said curve for an arc length of 90.58 feet (Delta = 34 degrees 34 minutes 05 seconds, chord length = 89.22 feet, chord bearing = North 75 degrees 15 minutes 05 seconds East) to the point of reverse curvature with a curve to the right, said curve having a radius of 175.12 feet; thence run Northeasterly along the arc of said curve for an arc length of 42.94 feet (Delta = 14 degrees 02 minutes 56 seconds, chord length = 42.83 feet, chord bearing = North 63 degrees 23 minutes 38 seconds East) to a point of compound curvature of a curve to the right, said curve having a radius of 43.02 feet; thence run Northeasterly along the arc of said curve for an arc length of 27.13 feet (Delta = 36 degrees 07 minutes 48 seconds, chord length = 26.68 feet, chord bearing = North 85 degrees 31 minutes 43 seconds East) to the point of tangency of said curve; thence run South 67 degrees 06 minutes 42 seconds East along the tangent of said curve for a distance of 62.20 feet to the point of terminus of this description, with the shortening and the lengthening of the side lines whereas to intersect each other and the adjacent property lines.