20051115000596520 1/3 $39.05
Shelby Cnty Judge of Probate,AL
11/15/2005 10:58:31AM FILED/CERT

This instrument was prepared by:
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PO Box 822, Columbiana, AL 35051

MORTGAGE DEED

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

VICKI S WOOD + husband James R. Wood

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

FRED RICHARDS

(hereinafter called "Mortgagee", whether one or more),

in the sum of FOURTEEN THOUSAND SIX HUNDRED SEVENTY FOUR AND NO/100 DOLLARS ($14,574.00) evidenced by a mortgage note.

And whereas, Mortgagors agreed, in incurring said indebtedness, which this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

VICKI S WOOD

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 EXHIBIT "A" FOR LEGAL DESCRIPTION.
Situated in Shelby County, Alabama.

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

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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
VICKI S WOOD
Have hereunto set their signatures and seals, this 10TH day of NOVEMBER, 2005.

James R. Wood Vicki S. Wood
VICKI S WOOD

STATE OF ALABAMA
SHELBY COUNTY

I, MICHAEL T ATCHISON, a Notary Public in and for said County, in said State, hereby certify that James R. Wood + VICKI S WOOD whose names 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 the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10TH day of NOVEMBER, 2005.

Notary Public
My commission expires: 10-16-08

MICHAEL T. ATCHISON NOTARY PUBLIC ALABAMA STATE

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Exhibit "A"
Legal Description

Start at the Northwest corner of Section 6, Township 21 South, Range 2 East (known as shot gun corner); run South along the West boundary line of said Section 6 for 1411.4 feet to an iron pipe (in Wilsonville Cemetery); thence turn 63 deg. 20 min. left for 272.8 feet to a 1" x 3" bar iron corner on South side of Wilsonville Cemetery for point of beginning; thence turn 25 deg. 25 min. left along South side of Wilsonville Cemetery 201.3 feet to an iron pipe 33 feet from center of State Highway 25; thence turn 119 deg. 1 min. right and run on West boundary of said Highway 171.3 feet to an iron pipe (33 feet from center line of road); thence turn 60 deg. 59 min. right 115.0 feet to an iron pipe; thence turn 88 deg. 48 min. right 150 feet to point of beginning. Containing .54 acre, more or less. Situated in the SW ¼ of the NW ¼ of Section 6, Township 21 South, Range 2 East.