

**This Instrument was
prepared by:**

**A. Scott Roebuck
Attorney at Law
1722 Second Avenue North
Bessemer, Alabama 35020**

**STATE OF ALABAMA)
)
SHELBY COUNTY)**

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **WHEREAS, THOMAS J. MCQUILLAN AND SHERRI A. MCQUILLAN, HUSBAND AND WIFE** (hereinafter called "Mortgagor"), whether one or more, are justly indebted to **COMMUNITY BANK, ELLISVILLE, MISSISSIPPI** (hereinafter called "Mortgagee"), **which is organized and existing under the laws of the United States of America, and whose address is P. O. Box 265, Laurel, Mississippi 39441**, whether one or more, in the sum of **FORTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY-NINE DOLLARS AND 00/100 (\$44,879.00)**, evidenced by one real estate Mortgage Note, of even date, and

WHEREAS, Mortgagor agrees, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW, THEREFORE, in consideration of the premises, said Mortgagor, 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, Alabama, to-wit:

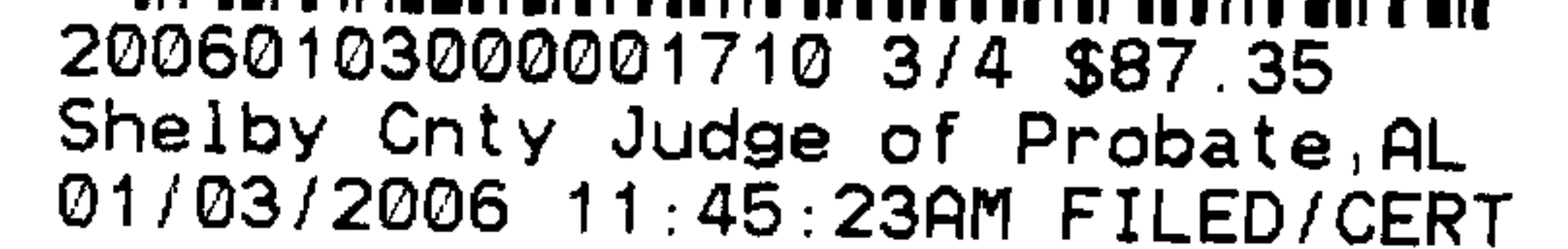
SEE ATTACHED EXHIBIT "A"

Said property is warranted free from all encumbrances 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 and 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 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 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.

Upon condition, however, that if the said Mortgagor pays said indebtedness and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments and insurance, and interest thereon, then this conveyance shall be null and void; but should any of the following conditions occur: (a) a default in the terms and conditions of the real estate mortgage note secured by this conveyance; (b) a default in any other documents in connection with any other loan to the Maker from Payee; (c) any default be made in the payment of the indebtedness or any sum expended by the said Mortgagee or assigns, or should indebtedness remain unpaid at maturity; or (d) 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 shall 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 (21) days' notice, by publishing once a week for three (3) 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 Courthouse 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 encumbrances, 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 be the same be so foreclosed, said fee to be a part of the debt hereby secured.



Notary Public
My commission expires: 5-20-08



20060103000001710 4/4 \$87.35
Shelby Cnty Judge of Probate, AL
01/03/2006 11:45:23AM FILED/CERT

EXHIBIT "A"

Commence at the Northwest corner of the NE1/4 of the NW1/4 of Section 27, Township 20, Range 4 West, Shelby County, Alabama, and run thence East along the North line of said quarter-quarter a distance of 51.00 feet to a found old steel corner and the POINT OF BEGINNING of the property being described; thence run South 00 degrees 00 minutes 00 seconds east along the North line of same said quarter-quarter line a distance of 407.42 feet to a rebar corner; thence run South 02 degrees 02 minutes 39 seconds West a distance of 60.0 feet to a rebar corner; thence continue South 02 degrees 02 minutes 39 seconds west a distance of 283.40 feet to a steel rebar corner; thence run South 36 degrees 28 minutes 47 seconds West a distance of 128.30 feet to a steel corner on the Northeasterly margin of Brown Street; thence run North 43 degrees 26 minutes 00 seconds West along said margin of said street a distance of 81.65 feet to a found steel corner; thence run North 50 degrees 00 minutes 00 seconds West along said margin of said street a distance of 209.00 feet to a steel corner thence run north 22 degrees 06 minutes 35 seconds West crossing said Brown Street twice a distance of 272.79 feet to the point of beginning; being situated in Shelby County, Alabama.
Less and except any portion of Brown Street.

Also the reservation of a 60 foot wide easement for ingress and egress along the North line of subject property described as follows:

Commence at the Northwest corner of the NE1/4 of the NW1/4 of Section 27, Township 20 South, Range 4 West, Shelby County, Alabama, and run thence East along the North line of said quarter-quarter a distance of 51.00 feet to the point of beginning of the easement being described; thence continue East a distance of 934.30 feet to a point; thence run South a distance of 60 feet to a point; thence run West a distance of 909.92 feet to a point; thence run North 22 degrees 06 minutes 35 seconds West a distance of 64.76 feet to the point of beginning and the end of easement.