


This instrument was prepared by:

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PO Box 822, Columbiana, AL 35051


20100617000192400 1/2 \$80.00
Shelby Cnty Judge of Probate, AL
06/17/2010 10:40:49 AM FILED/CERT

MORTGAGE DEED

STATE OF ALABAMA

COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Joshua Lea Hamner, a Single man and Evan Lance Cummings, a Married man

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

Wales W. Bell and/or Sara N. Bell

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

in the sum of \$44,000.00 evidenced by a real estate mortgage note of even date.

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,

Joshua Lea Hamner and Evan Lance Cummings,

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:

A parcel of land in the SW ¼ of the NE ¼ of Section 18, Township 24 North, Range 15 East, Shelby County, Alabama, being more particularly described as follows:

Commencing at the Northeast corner of said SW ¼ of the NE ¼ of said Section 18; thence South 01 degree 56 minutes 20 seconds East, along the East line of said Sixteenth Section, a distance of 176.12 feet to the point of beginning in the center of Richard Porter Drive (also known as Wilderness Trail); thence along the center of Richard Porter Drive the following courses: South 76 degrees 28 minutes 38 seconds West, a distance of 50.10 feet; South 46 degrees 43 minutes 35 seconds West a distance of 310.48 feet; South 35 degrees 13 minutes 35 seconds West, a distance of 96.58 feet; South 19 degrees 47 minutes 13 seconds West, a distance of 403.31 feet; thence North 00 degrees 00 minutes 00 seconds East, passing at 26.57 feet to a ½" rebar set, with a cap stamped "S. Wheeler CA 0502", a total distance of 490.12 feet to a ½" rebar set, with a cap stamped "S. Wheeler CA 0502", on the East line of said Sixteenth Section; thence North 01 degrees 56 minutes 20 seconds West, passing at 657.80 feet to a ½" rebar set, with a cap stamped "S. Wheeler CA 0502", a total distance of 683.32 feet to the point of beginning. According to survey dated 11/10/03 by Sid Wheeler, PLS No. 16165.

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 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

Joshua Lea Hamner and Evan Lance Cummings, and

Have hereunto set her signature and seal, this 15th day of June, 2010


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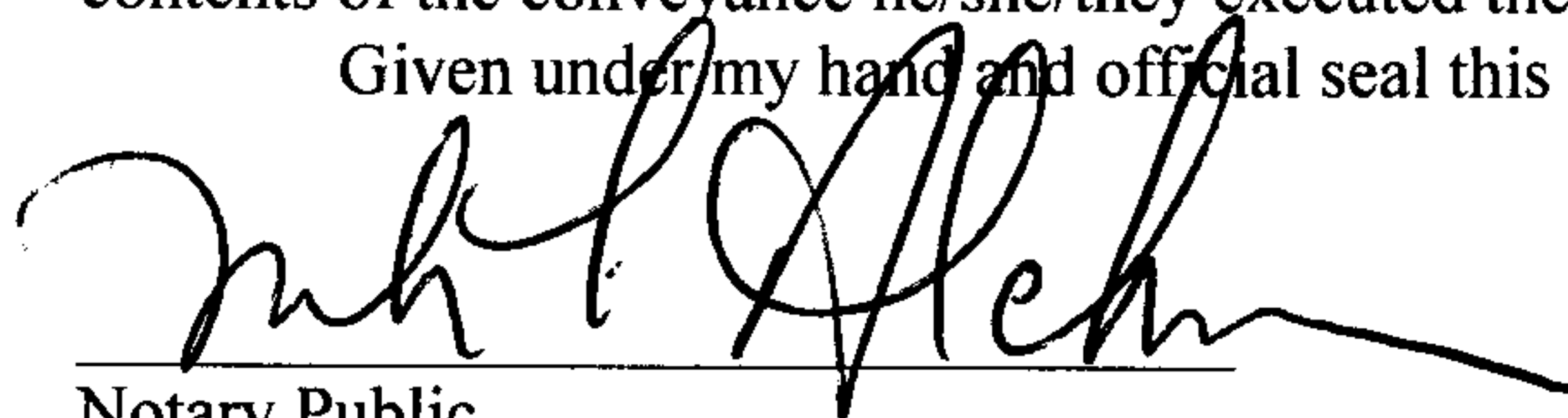

Joshua Lea Hamner


Evan Lance Cummings

STATE OF ALABAMA
COUNTY of Shelby

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Joshua Lea Hamner and Evan Lance Cummings, whose name(s) is/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 he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of June, 2010


Notary Public
My commission expires: 10/16/2012

