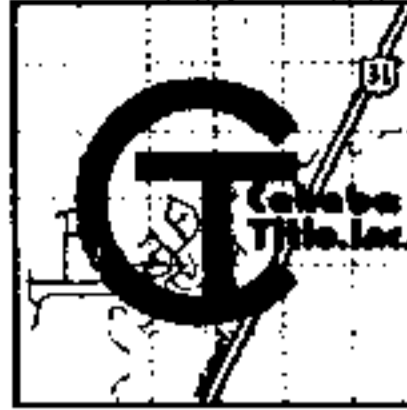


This instrument was prepared by

(Name) DANIEL M. SPITLER  
Attorney at Law  
(Address) 1972 Chandalar Office Park  
Pelham, Alabama 35124



This Form furnished by:

**Cahaba Title, Inc.**

1970 Chandalar South Office Park  
Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

**MORTGAGE-**

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Lawrence Ray Schell and wife, Diane Marie Schell

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

Guy L. Burns

of Nine Thousand Five Hundred and no/100 (hereinafter called "Mortgagee", whether one or more), in the sum of \$ 9,500.00 ), evidenced by promissory note of even date herewith. Dollars

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,

Lawrence Ray Schell and wife, Diane Marie Schell

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:

Part of the E $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 29, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the Northwest corner of the NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of said Section, run in a southerly direction along the West line of the E $\frac{1}{2}$  of SE $\frac{1}{4}$  of said Section for a distance of 1,565.47 feet, more or less, to a point of intersection with the North right-of-way line of Southern Railroad, being the point of beginning; thence turn an angle to the right of 180 deg. and run in a Northerly direction for a distance of 793.65 feet; thence turn an angle to the right of 103 deg. 15 min. 17 sec. and run in a southeasterly direction for a distance of 94.01 feet to a point of curve, said curve being concave in a northerly direction and having a radius of 204.46 feet and a central angle of 43 deg. 43 min. 32 sec. thence turn an angle to the left and run along the arc of said curve for a distance of 156.05 feet to the end of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 6.00 feet; thence turn an angle to the right of 107 deg. 08 min. 51 sec. and run in a southeasterly direction for a distance of 731.63 feet, more or less, to a point on the north right-of-way line of Southern Railroad; thence turn an angle to the right and run along said north right-of-way line of said Southern Railroad for a distance of 424.64 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

Also conveyed hereby is a 1/31 per cent interest in that certain private roadway which adjoins the property and which is described in deed to Guy L. Burns recorded in Deed Book 325 Page 931 in the Probate Office of Shelby County, Alabama.

Subject to: (1) Taxes due October 1, 1983; and (2) Easement for ingress and egress granted to other property owners.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

Said property is warranted free from all incumbrances 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

Lawrence Ray Schell and wife, Diane Marie Schell

have hereunto set OUR signature S and seal, this 30th day of March 19 83.

*Lawrence Ray Schell* (SEAL)  
 LAWRENCE RAY SCHELL  
*Diane Marie Schell* (SEAL)  
 DIANE MARIE SCHELL  
 (SEAL)  
 (SEAL)  
 (SEAL)

STATE OF ALA. SHELBY CO.  
 I CERTIFY THIS  
 INSTRUMENT WAS FILED

Mort TAX 14.25  
 Rec 3.00  
 Jud 1.00  
 18.25

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THE STATE OF ALABAMA }  
 SHELBY COUNTY }  
 I, the undersigned }  
 Notary Public

hereby certify that Lawrence Ray Schell and wife, Diane Marie Schell

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 30th day of March, 19 83

*Daniel M. Spittler*  
 Notary Public.

THE STATE of \_\_\_\_\_ COUNTY }  
 I, \_\_\_\_\_ }  
 hereby certify that \_\_\_\_\_ }  
 a Notary Public in and for said County, in said State,

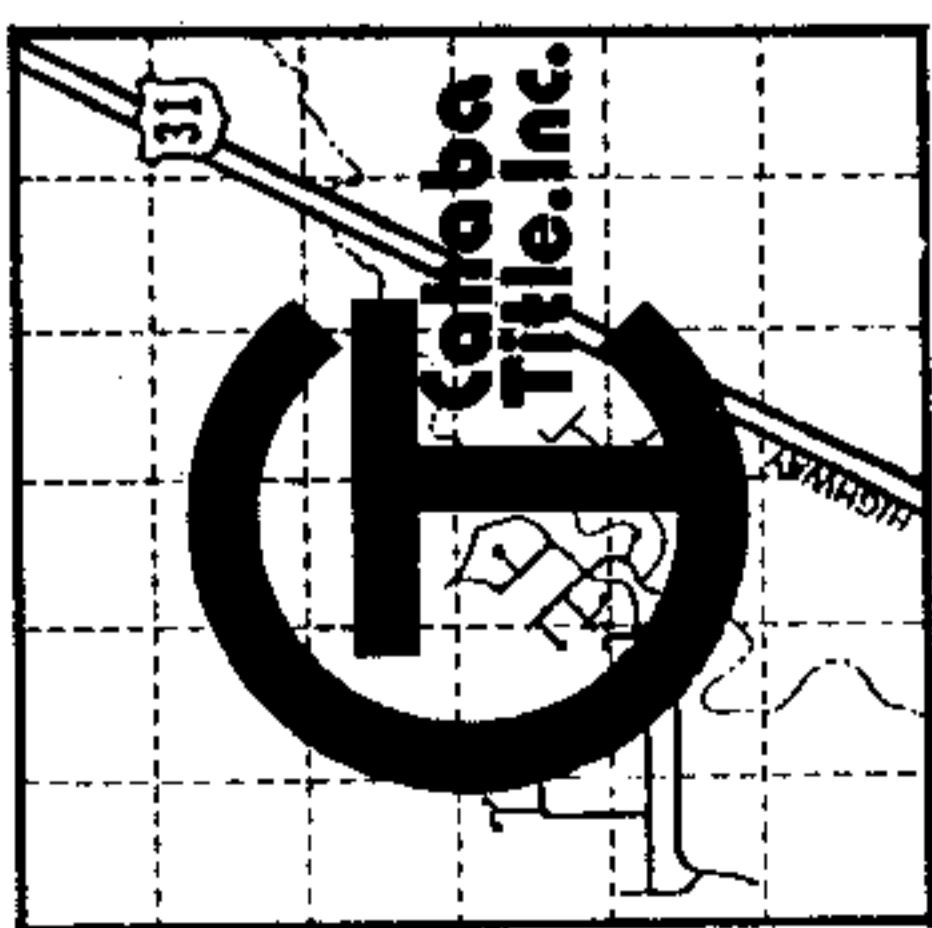
whose name as \_\_\_\_\_ of \_\_\_\_\_ a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_, Notary Public

Return to: DANIEL M. SPITLER  
 ATTORNEY AT LAW  
 1972 Chandalar Office Pk.  
 PELHAM, ALABAMA 35124

TO

MORTGAGE DEED



Recording Fee \$ \_\_\_\_\_  
 Deed Tax \$ \_\_\_\_\_

This form furnished by

**Cahaba Title, Inc.**  
 1970 Chandalar South Office Park  
 Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation  
 Telephone 205-663-1130