

This instrument was prepared by

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Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Bobby J. Killingsworth and wife, Brenda J. Killingsworth

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

Dorothy J. Knowles .

(hereinafter called "Mortgagee", whether one or more), in the sum of Twenty-two Thousand Eight-Hundred Ninety-seven and 83/100----- Dollars (\$ 22,897.83), evidenced by one Real Estate Mortgage Note dated August 31, 1983.

This mortgage and agreement is subordinate to a certain mortgage executed to the First State Bank of Bibb County, West Blocton, Alabama on the 31st day of August, 1983.

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, Bobby J. Killingsworth and wife, Brenda J. Killingsworth

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 attached hereto

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 Bobby J. Killingsworth and wife, Brenda J. Killingsworth

BOOK 436 PAGE 65
have hereunto set OUR signatureS and seal, this 31st day of August, 19 83
Bobby J. Killingsworth (SEAL)
Brenda J. Killingsworth (SEAL)
(SEAL)
(SEAL)

THE STATE of Alabama
Shelby COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bobby J. Killingsworth and wife, Brenda J. Killingsworth

whose name S 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 31st day of August, 1983

THE STATE of COUNTY }

I, a Notary Public in and for said County, in said State, hereby certify that

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:

TO

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE -- ABSTRACTS
Birmingham, Alabama

EXHIBIT A

Begin at the Southwest corner of Section 8, Township 24 North, Range 13 East, thence run North along the West line of said section a distance of 1334.60 feet to the Northwest corner of the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of said section; thence turn an angle of 65 deg. 54 min. to the right and run a distance of 654.84 feet; thence turn an angle of 114 deg. 05 min. to the right and run a distance of 173.50 feet; thence turn an angle of 88 deg. 54 min. to the left and run a distance of 321.15 feet to a point on the West R.O.W. line of Shelby County Highway #21; thence turn an angle of 69 deg. 09 min. to the right and run along the West R.O.W. line of said highway a distance of 300.00 feet; thence turn an angle of 5 deg. 20 min. to the left and continue along the West R.O.W. line of said highway a distance of 579.25 feet; thence turn an angle of 51 deg. 15 min. to the right and run a distance of 707.09 feet to a point on the south line of Section 8, Township 24 North, Range 13 East; thence turn an angle of 65 deg. 01 min. to the right and run west along the south line of said section a distance of 954.75 feet to the point of beginning. Situated in the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) and in the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4) of Section 8, Township 24 North, Range 13 East, Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL DESCRIBED AS FOLLOWS:

Parcel #1

Begin at the Southwest corner of Section 8, Township 24 North, Range 13 East, thence run North along the West line of said section a distance of 955.00 feet; thence turn an angle of 91 deg. 10 min. to the right and run a distance of 1117.96 feet to the West R.O.W. line of a paved County Highway; thence turn an angle of 63 deg. 44 min. to the right and run along said R.O.W. line a distance of 349.95 feet; thence turn an angle of 51 deg. 15 min. to the right and run a distance of 707.09 feet to the South line of Section 8; thence turn an angle of 65 deg. 01 min. to the right and run West along the South line of said section a distance of 954.75 feet to the point of beginning.

Situated in the SW 1/4 of the SW 1/4 of Section 8, Township 24 North, Range 13 East, Shelby County, Alabama. LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL DESCRIBED AS FOLLOWS:

Parcel #2

Commence at the SW corner of Section 8, Township 24 North, Range 13 East; thence run North along the West line of said Section 8, a distance of 1334.60 feet; thence turn an angle of 65 deg. 54 min. to the right and run a distance of 284.84 feet to the point of beginning; thence continue in the same direction a distance of 185.00 feet to the corner of the Willie Lee Johnson lot; thence turn an angle of 114 deg. 05 min. to the right and run a distance of 197.00 feet; thence turn an angle of 97 deg. 05 min. 48 sec. to the right and run a distance of 175 feet; thence turn an angle of 85 deg. 38 min. 05 sec. to the right and run a distance of 100 feet to the point of beginning. Situated in the West 1/2 of the SW 1/4 of Section 8, Township 24 North, Range 13 East, Shelby County, Alabama.

ALSO an easement for a driveway described as follows:

Commence at the SW corner of Section 8, Township 24 North, Range 13 East; thence run North along the West line of

said Section 8, a distance of 1334.60 feet; thence turn an angle of 65 deg. 54 min. to the right and run a distance of 469.84 feet; thence turn an angle of 114 deg. 05 min. to the right and run a distance of 185 feet to the point of beginning; thence turn an angle of 114 deg. 05 min. to the left and run a distance of 185 feet; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 10.95 feet; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 190.00 feet; thence turn an angle of 114 deg. 05 min. to the right and run a distance of 12.00 feet to the point of beginning; Situated in the W 1/2 of the SW 1/4 of Section 8, Township 24 North Range 13 East, Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL DESCRIBED AS FOLLOWS:

Parcel #3

A tract of land located in the SW 1/4 of the SW 1/4 and the NW 1/4 of the SW 1/4 of Section 8, Township 24 North, Range 13 East, Shelby County, Alabama, described as follows: Begin at the Southwest corner of Section 8, Township 24 North, Range 13 East; thence run North along the West line of said section a distance of 1334.60 feet to the Northwest corner of the SW 1/4 of the SW 1/4 of said section; thence turn an angle of 65 deg. 54 min. to the right and run a distance of 469.34 feet for the point of beginning of the property herein described; from the point thus obtained continue along the said line described above for a distance of 185 feet; thence turn an angle of 114 deg. 05 min. to the right and run a distance of 185 feet; thence turn an angle of 65 deg. 55 min. to the right and travel Southwesterly 185 feet; thence turn an angle of 114 deg. 05 min. to the right and travel in a Northerly direction 185 feet to the point of beginning of the property herein conveyed.

Louis A. Knowles and Dorothy Jeanette Knowles also do hereby convey unto Willie Lee Johnson a right of way across other land of Louis A. Knowles and Dorothy Jeanette Knowles for ingress and egress, the said right of way being a uniform width of eleven and one-half feet with the South side of the right of way beginning and touching the Southeast corner of the property described and conveyed above and the said right of way shall continue from this point to the Shelby County Highway #21, 321 feet, more or less, east of the parcel of property described and conveyed above. All being situated in Shelby County, Alabama.

Dorothy Jeanette Knowles is the surviving grantee of deed recorded in Deed Book 220 Page 307 in the Probate Office of Shelby County, Alabama; the other grantee, Louis A. Knowles having died on or about February 9, 1982

Proceeds of this loan have been applied to the consideration recited in the deed executed simultaneously herewith.

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

1983 SEP -2 PM 1:08

James A. Henderson, Jr.
JUDGE OF PROBATE

Mtg. 14- 34 35
Rec. 6 00
Ind. 1 00
41 35