

This instrument was prepared by

(Name) Malcolm L. Wheeler

(Address) 2230 Third Avenue, N., Birmingham, AL 35203

Form 1-1-22 Rev. 1-86

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Mickey Stutts and wife, Pamela G. Stutts,

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

Jimmy Williams Specialized Svcs., Inc.,  
D/B/A Jimmy Williams Tree Service

(hereinafter called "Mortgagee", whether one or more), in the sum

of Thirty-five Thousand Five Hundred and no/00 ----- Dollars  
(\$35,500.00), evidenced by one promissory installment note of even date herewith and in  
like amount, payable as follows: the first 24 monthly payments will be \$266.70 each,  
based on an interest rate of 8.25% per annum from date on the unpaid principal balance,  
said payments commencing April 1, 1984; thereafter, the 336 remaining monthly payments,  
commencing one month after the payment of the last above monthly payments, will be  
\$310.23, which is based on an interest rate of 10% per annum from date on the unpaid  
principal balance, until said sum is paid in full. All payments shall be applied first  
to interest on the unpaid balance of principal, and the balance to principal. This  
indebtedness may be paid in whole or in part on or before its due date without penalty  
of unearned interest.

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,

Mickey Stutts and wife, Pamela G. Stutts,

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 located in the  $W\frac{1}{2}$  of the  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  and the  $E\frac{1}{2}$  of the  
 $E\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 9, Township 22 South, Range 3 West, more particu-  
larly described as follows: Starting at the SW corner of the  $NE\frac{1}{4}$  of said  
section, run North 0 deg. 15' West for 795.99 feet, along the West boundary  
of the  $NE\frac{1}{4}$  of the said section to an iron pipe; thence run North 87 deg.  
26' West for 132.65 feet to an iron pipe on the East right-of-way of Shelby  
County Highway No. 15; thence run North 6 deg. 14' East for 468.79 feet  
along the East right-of-way of Highway No. 15 to an iron pipe, the point  
of beginning; thence run South 58 deg. 56' East for 868.54 feet to an iron  
pipe on the East boundary of the  $W\frac{1}{2}$  of the  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$  of said section;  
thence run South 0 deg. 07' West for 286.84 feet along the said East boundary  
to an iron pipe; thence run North 58 deg. 56' West for 902.22 feet to an  
iron pipe on the East right of way of Highway No. 15; thence run North 6 deg.  
14' for 271.06 feet back to the point of beginning; being situated in Shelby  
County, Alabama.

Subject to:

Transmission line permit in favor of Alabama Power Company as shown by Deed  
Book 129, Page 332, in the Probate Office of Shelby County, Alabama.

Easement to South Central Bell in Deed Book 320, Page 905, in said Probate  
Office.

This is a purchase money mortgage given to secure the unpaid balance of the  
purchase price of the above described property.

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

Mickey Stutts and wife, Pamela G. Stutts,

have hereunto set their signatures and seal, this

19<sup>th</sup> day of March, 19 84  
Mickey Stutts (SEAL)  
Pamela G. Stutts (SEAL)  
(SEAL)  
(SEAL)

THE STATE of ALABAMA }  
JEFFERSON COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mickey Stutts and wife, Pamela G. Stutts,

whose name 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 they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19<sup>th</sup> day of March, 19 84  
Daniel B. McIntosh, Notary Public.

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: MALCOLM L. WHEELER, ATTORNEY  
2230 3RD AVENUE, NORTH  
BIRMINGHAM, ALABAMA 35203  
  
Mickey Stutts and wife, Pamela G. Stutts  
  
TO  
  
Jimmy Williams Specialized Svcs., Inc.,  
d/b/a Jimmy Williams Tree Service

MORTGAGE DEED

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1984 MAR 22 AM 10:57

JUDGE OF PROBATE

MTG TAX 53.25  
Rec 3.00  
Incl 1.00  
57.25

THIS FORM FROM  
Buyers Title Insurance Corporation  
Title Guarantee Division  
TITLE INSURANCE -- ABSTRACTS

Birmingham, Alabama