

This instrument was prepared by

(Name) Malcolm L. Wheeler

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

Form 1-3-22 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 particularly 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.

To Have And To Hold the above granted property unto the said Mortgagors, Mortgagors' 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 Mortgagors may at Mortgagors' 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 Mortgagors, with loss, if any, payable to said Mortgagors, as Mortgagors' interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagors; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagor, then the said Mortgagors, or assigns, may at Mortgagors' option insure said property for said sum, for Mortgagors' own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagors for taxes, assessments or insurance, shall become a debt to said Mortgagors 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 Mortgagor, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagor or assigns for any amounts Mortgagors 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 Mortgagor 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 Mortgagor 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 Mortgagors, 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 Mortgagor, 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 Mortgagor, 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 Mortgagor 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

19th day of March, 1984
Mickey Stutts (SEAL)
Pamela G. 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 19th day of March, 1984

Dale B. McRae, 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

MALCOLM L. WHEELER, ATTORNEY
2230 - 3RD AVENUE, NORTH
BIRMINGHAM, ALABAMA 35203

Return to:
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

Mr. J. Williams
TAX 53.25
3.00
1.00
57.25

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

Birmingham, Alabama