

Correction Mortgage

This instrument was prepared by

1222

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Form 1-1-22 Rev. 1-66

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Phillip A. Harris and wife, Mary H. Harris

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

Bessie W. Brandenburg and husband, Homer L. Brandenburg

(hereinafter called "Mortgagee", whether one or more), in the sum of TEN THOUSAND AND NO/100 Dollars

(\$ 10,000.00 ), evidenced by one promissory installment note of this date in the amount of \$10,000.00, together with interest upon the unpaid portion thereof from date at the rate of 10% per annum, in five annual installments of \$2,000.00, plus the accrued interest on the unpaid balance of the principal, payable on the 15th day of each March of each year after date, commencing March 15, 1985, until said sum is paid in full.

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,

Phillip A. Harris and wife, Mary H. Harris

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:

BOOK 445 PAGE 520

From the NW corner of the SW 1/4 of the NE 1/4, Section 3, Township 21 South, Range 3 West, Shelby County, Alabama, run North 88 deg. 17' East along the 1/4 1/4 line 466.9 feet to a point on the East right of way line of County Road No. 264; thence run Southwesterly along said right of way line 60 feet to the SW corner of Logan lot and the beginning point of subject lot; from said point, continue Southwesterly along said road right of way line 253.49 feet; thence run North 88 deg. 17' East 636.51 feet to a point in the center of Sou. Nat. Gas right of way easement; thence run along said center of said gas line easement North 22 deg. 21' West 250.11 feet to the SE corner of said Logan lot; thence run South 88 deg. 17' West along the South line of said Logan lot 447.70 feet, to the beginning point, containing three acres, more or less.

Less and except the rights of Southern Natural Gas in connection with the right of way easement of Southern Natural Gas which runs along the Eastern boundary of the above described property.

Subject to easements and rights of way of record.

This mortgage is given for the sole purpose of correcting the erroneous description contained in that certain mortgage from mortgagors herein to mortgagees herein dated March 15, 1984 recorded in the Probate Office of Shelby County, Alabama in Mortgage Book 445, page 51.

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

BOOK 445 PAGE 521  
 STATE OF ALA. SHELBY CO.  
 I CERTIFY THIS INSTRUMENT  
 Corrected  
 1984 MAR 23 PM 4:09  
 JUDGE OF PROBATE

have hereunto signed and seal, this 21 day of March, 19 84.  
 Phillip A. Harris (SEAL)  
 (Philip A. Harris)  
 Rec. 300  
 And 100  
 400 Mary H. Harris (SEAL)  
 (Mary H. Harris) (SEAL)

THE STATE of ALABAMA }  
 SHELBY COUNTY }  
 I, the undersigned, a Notary Public in and for said County, in said State,  
 hereby certify that Phillip A. Harris and wife, Mary H. Harris  
 are  
 whose name s/ 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 21 day of March, 19 84.  
 Julia M. Crawford Notary Public.

THE STATE of Alabama }  
 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 Guarantees Division  
 TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama