

This instrument was prepared by

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Jefferson Land Title Services Co., Inc.

318 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8070

BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Mississippi Valley Title Insurance Company

MORTGAGE-

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

George L. Edwards, Jr., and Elizabeth A. Edwards

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

Earl R. Burkette and Martha Burkette

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

of Twenty-Two Thousand Five Hundred ----- Dollars (\$ 22,500.00), evidenced by their promissory note of even date, due and payable in 180 monthly installments of \$241.79 each, including interest at 10%, with the first of said installments due and payable on April 22, 1984, and a like installment due and payable on the 22nd day of each and every month thereafter until fully paid.

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,

George L. Edwards, Jr. and wife, Elizabeth A. Edwards

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 plot or parcel of land containing 20 acres more or less, being situated in the NE 1/4 of the SW 1/4, the SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4, all in Section 19, Township 18 South, Range 2 East, and more particularly described as follows: Begin at a point on the NEly right-of-way line of the Central of Georgia Railroad, which point is also the SW corner of a plot or parcel of land described in deed of record in Deed Book 307 at Page 792; run thence SEly along said right-of-way 550 feet, more or less, to the SW corner of Sterrett Cemetary lot; run thence NEly along said cemetary fence 270 feet; thence east along said fence 158 feet; thence Sly along said fence 241 feet to a point on the S boundary line of said Section; run thence east along said south line to a point 9 feet 2 inches east of the SW corner of said SE 1/4; thence NWly to a point 550 feet north of said SW corner of said SE 1/4, which point is also the point where telephone line intersects the N-S midsection line of said Section; run thence NWly along said telephone line to a point where the same intersects the south right-of-way line of an unnamed road; run thence SWly and Wly along said right-of-way line to a point on the NEly boundary line of a plot or parcel of land described in deed of record in Deed Book 219 at Page 957; thence SEly along said boundary line to a point on the north boundary line of a plot or parcel of land described in deed of record in Deed Book 282 at Page 685; thence east along said north boundary line to the NE corner of said plot or parcel; thence Sly along the east boundary line of said plot or parcel, 420 feet, more or less, to the SE corner thereof and the N corner of a plot or parcel of land described in deeds of record in Deed Book 305 at Page 801 and Deed Book 288 at Page 508; thence SEly along the NEly boundary line of said last described plot or parcel and the NEly boundary line of a plat or parcel of land described in deed of record in Deed Book 307 at Page 792, to the east corner of said last described parcel; and run thence SWly along the SEly boundary line of said last described plot or parcel to the point of beginning; less and except that certain plot or parcel of land described in deed of record in Deed Book 254 at Page 709; it being the intention of grantors to hereby convey the identical land described in deed appearing of record in Deed Book 248 at Page 218, whether correctly described herein or not; subject to all rights-of-ways and/or easements of record; that certain oil and gas lease of record in Deed Book 318 at Page 563, all right, title and interest in which is hereby transferred and assigned to grantees; and 1984 ad valorem taxes which have been prorated between the parties this date.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

(Proceeds hereof were applied toward purchase price of the described lands, conveyed by deed executed simultaneously herewith.)

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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

George L. Edwards, Jr. and Elizabeth A. Edwards, husband and wife,

have hereunto set their signatures and seal, this 22nd day of March, 19 84

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

1984 MAR 27 AM 11: 26

George L. Edwards Jr. (SEAL)
Elizabeth A. Edwards (SEAL)
3775 (SEAL)

THE STATE of ALABAMA }
JEFFERSON COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that George L. Edwards, Jr. and wife, Elizabeth A. Edwards

whose name 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 22nd day of March, 19 84

Wingard M. Jayne 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: Earl R. & Martha Burkett
4169 Winston Way
Birmingham, Alabama 35213

TO

MORTGAGE DEED



Recording Fee \$
Deed Tax \$

This form furnished by

Jefferson Land Title Services Co., Inc.

2121 NORTH 9 P O BOX 10431 B PHOENIX (602) 378-0070

BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Mississippi Valley Title Insurance Company