

880 150
This instrument was prepared by

(Name) COURTNEY H. MASON, JR.

(Address) P.O. BOX 360187, Birmingham, AL
35236-0187



Jefferson Land Title Services Co., Inc.

316 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8020

BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Mississippi Valley Title Insurance Company

MORTGAGE-

CORRECTIVE MORTGAGE

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

E.G. Henley, an unmarried woman

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

James Terry Cochran, Jean Cochran Williamson and Ann Cochran, as Executors of the Estate of George Pugh Cochran, deceased.

(hereinafter called "Mortgagee", whether one or more), in the sum of SEVENTY-ONE THOUSAND TWO HUNDRED AND NO/100TH (\$71,200.00) Dollars (\$ 71,200.00---), evidenced by one promissory note of even date herewith according to the terms and conditions of said note.

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, E.G. Henley, an unmarried woman

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 Attached Exhibit "A" for legal description.

This is a purchase money mortgage.

19 The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

19 This mortgage is given to correct the omission of the legal description (Exhibit "A") of that certain mortgage recorded in Book 453, Page 330, in the Office of the Judge of Probate of Shelby County, Alabama.

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 for ever; 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 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 E.G. Henley, an unmarried woman

I have hereunto set her signature and seal, this 31st day of July, 19 84

STATE OF ALA. SHELBY CO. I CERTIFY E.G. Henley INSTRUMENT WAS FILED (SEAL)

1984 AUG -2 PM 4:57 (SEAL)

THE STATE of ALABAMA SHELBY

COUNTY

JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that E.G. Henley, an unmarried woman

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 she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 31st day of July, 19 84

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

TO

MORTGAGE DEED

Recording Fee \$ Deed Tax \$

This form furnished by

Jofferson Land Title Services Co., Inc.

315 21ST NORTH & P.O. BOX 10481 & PHONE (205) 328-8020 BIRMINGHAM, ALABAMA 38201

AGENTS FOR

Mississippi Valley Title Insurance Company

Return to:

EXHIBIT "A"

Commence at an axle found in place marking the Northeast corner of the SW 1/4 of NE 1/4, Section 36, Township 21 South, Range 1 West; thence run Westerly along the North boundary line of said SW 1/4 of NE 1/4 and the North boundary line of the SE 1/4 of NW 1/4 of said Section 36, a distance of 1764.77 feet to the point of beginning; thence continue along said line a distance of 390.77 feet to a point; thence turn an angle of 88 deg. 40 min. 22 sec. to the left and run a distance of 24.11 feet to a point; thence turn an angle of 88 deg. 53 min. 05 sec. to the right and run a distance of 538.28 feet to a point; thence turn an angle of 103 deg. 43 min. 23 sec. to the left and run a distance of 287.42 feet to a point; thence turn an angle of 103 deg. 14 min. 50 sec. to the right and run a distance of 75.0 feet to a point; thence turn an angle of 112 deg. 41 min. 00 sec. to the left and run a distance of 510.0 feet to a point on the North line of a private roadway easement; thence turn an angle of 67 deg. 19 min. 00 sec. to the left and run along a curve to the right (concave Southerly) having a central angle of 11 deg. 15 min. 05 sec. and a radius of 537.60 feet, for an arc distance of 105.57 feet to a point; thence run along the tangent of said curve a distance of 19.54 feet to a point; thence run along a curve to the left (concave Northerly) having a central angle of 7 deg. 17 min. 22 sec. and a radius of 748.98 feet, an arc distance of 95.29 feet to a point; thence run along the tangent of said curve a distance of 186.36 feet to a point; thence run along a curve to the left (concave Northerly) having a central angle of 14 deg. 18 min. 59 sec. and a radius of 365.14 feet, an arc distance of 91.24 feet to a point; thence run along the tangent of said curve for a distance of 46.64 feet to a point; thence run along a curve to the right (concave Southerly) having a central angle of 9 deg. 17 min. 42 sec. and a radius of 649.41 feet, an arc distance of 105.35 feet to a point; thence run along the tangent of said curve a distance of 155.37 feet to a point; thence turn an angle of 93 deg. 15 min. 37 sec. to the left and leaving the said North boundary line of a private roadway easement, run a distance of 783.20 feet to the point of beginning. Said parcel is lying in the SE 1/4 of NW 1/4, Section 36, Township 21 South, Range 1 West.

ALSO,

Commence at the Northwest corner of the SE 1/4 of NW 1/4, Section 36, Township 21 South, Range 1 West; thence run Westerly along the North line of the SW 1/4 of NW 1/4 of said Section 36, a distance of 97.11 feet to a point; thence turn an angle of 90 deg. to the left and run in a Southerly direction a distance of 772.72 feet to a point on the Easternmost 40 foot right of way line of Shelby County Highway #47 which is the point of beginning of the 60 foot easement herein described; thence turn an angle of 90 deg. 15 min. 50 sec. to the left and run a distance of 293.30 feet to a point; thence run along a curve to the right, (concave Southerly) having a central angle of 11 deg. 15 min. 05 sec. and a radius of 537.60 feet, for an arc distance of 105.57 feet to a point; thence run along the tangent of said curve a distance of 19.54 feet to a point; thence run along a curve to the left (concave Northerly) having a central angle of 7 deg. 17 min. 22 sec. and a radius of 748.98 feet, an arc distance of 95.29 feet to a point; thence run along the tangent of said curve a distance of 186.36 feet to a point; thence run along a curve to the left (concave Northerly) having a central angle of 14 deg. 18 min. 59 sec. and a radius of 365.14 feet, an arc distance of 91.24 feet to a point; thence run along the tangent of said curve for a distance of 46.64 feet to a point; thence run along curve to the right (concave Southerly) having a central angle of 9 deg. 17 min. 42 sec. and a radius of 649.41 feet, an arc distance of 105.35 feet to a point; thence

run along the tangent of said curve a distance of 155.37 feet to a point; thence turn an angle of 90 deg. to the right and run a distance of 60.0 feet to a point; thence turn an angle of 90 deg. to the right and run a distance of 155.37 feet to a point; thence run along a curve to the left (concave Southerly) having a central angle of 9 deg. 17 min. 42 sec. and a radius of 589.41 feet, an arc distance of 95.62 feet to a point; thence run along the tangent of said curve a distance of 46.64 feet to a point; thence run along a curve to the right (concave Northerly) having a central angle of 14 deg. 18 min. 59 sec. and a radius of 425.14 feet, an arc distance of 106.23 feet to a point; thence run along the tangent of said curve a distance of 186.36 feet to a point; thence run along a curve to the right (concave Northerly) having a central angle of 7 deg. 17 min. 22 sec. and a radius of 808.98 feet; an arc distance of 102.92 feet to a point; thence run along the tangent of said curve a distance of 19.54 feet to a point; thence run along a curve to the left (concave Southerly) having a central angle of 11 deg. 15 min. 05 sec. and a radius of 477.60 feet, an arc distance of 93.79 feet to a point; thence run along the tangent of said curve a distance of 275.0 feet to a point on the Easternmost 40 foot right of way line of Shelby County Highway #47; thence run Northerly along said right of way line a distance of 62.76 feet to the point of beginning. Said easement is lying in the SW 1/4 of NW 1/4, and SE 1/4 of NW 1/4, Section 36, Township 21 South, Range 1 West. Situated in Shelby County, Alabama.

Rec.

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

1984 AUG 15 AM 10:43

Thomas P. Brantley, Jr.
JUDGE OF PROBATE

Rec. 12.00
Ind. 1.00
12.00