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(Name) Kathryn C. Fallon

(Address) 6102 Valley Station Road, Helena, Alabama 35080

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

NEW ERA PRODUCTIONS, INC.

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

K.R. JONES

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NEW ERA PRODUCTIONS, INC.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

K.R. JONES

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in SHELBY

Parcel "A", an acreage tract recorded in Map Book 7, Page 119, in the Probate Office of Shelby County, Alabama, map and legal description attached.

Parcel "B", map and legal description attached.

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

WILLIAM H. HALEROOKS
SUITE 820
#1 INDEPENDENCE PLAZA
BIRMINGHAM, AL. 35209

Said property are ranted free from all incumbrances and second any adverse claims, except as stated ab

To Have Ancesse's successors, heir 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 polities, 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 he so foreclosed said fee to be a part of the debt hereby secured.

	EREOF the undersigned	crosed, said fee to be a part of the debt hereby secured.	
have hereunto set	Y signature and seal, this	12th day of Saly July 185 NEW tilly Mod INC (SE By allethoughting holliers America (SE	AL)
		·	AL)
THE STATE of	COUNTY		
I, hereby certify that	•	, a Notary Public in and for said County, in said S	tate,
that being informed of	ed to the foregoing conveyance, and the contents of the conveyance and and official seal this	who known to me acknowledged before me on this executed the same voluntarily on the day the same bears day of , 19 Notary Public.	date.
sould impliffed of the	contenta or such conveyance, he, a	a Notary Public in and for said County, in said Sol New Era Product, and Inc. I who is known to me, acknowledged before me, on this day is such officer and with full authority, executed the same volunts day of Jaly Halbrook, Notary Product.	ягиу
2	GE DEED	RM FROM Trance (Orporation The Division CE — ABSTRACTS JSTS	m, Alabama

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Title Guaran INSURAN TRU lle Insv

Birmingha

822-8871 Frank Clock of Page H19 ALBRIGHT and RUE-REAR PROPERTY LINE Parcel "A" PARE 554 034ğ Comment Comme 31 . 56 W PARCEL "A"

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Grant Book of the 1995 B

1. War a. School, Jr. a registered Civil Engineer and Lead Surveyor of Sirmingham, Alabama, do hareby cortify that the foregoing in a true and correct plat or map of a outway made by se of an acrosse break owned by R. S. Jones and eltunted in the S.W. of the S.B. of Section 11. Township 19 South. Range 2 hour having more particularly described as follower

Destroing at the Southwest corner of the S.M.& of the S.E.& of Section 31, Township 19 South, Range 2 West and Tun cost blong the south line of the S.M. t of the B E & 907.96 feet to a point on the Mosthwesterly right of way line of Onl Mountain Fack med; thence 300 13' to the left and run Morthusurerly along and count of way 119.00 feet to the P.C. (point of curve) of a copye to the right having a radius of 594.30 feet and a central angle of 570 49' 19"; thom's and in the ero of said curve to the right and along the Morthwesterly right of way 700.74 feet to a point; themce 130° 14' 34' to the left (angle seasured to tengent) and Jun Berthwesterly 419.35 feet to a point in Cohabe Valley Creek; thence 360 50' to the left and Jun Sorthwesterly 419.35 feet to a point in Cohabe Valley Creek; thence 360 50' to the left and Jun Standard the meands ing can(writing of randa varies and antiquest to a point on the west line of the S.M. of the S.) h of Section 51, Tounekip 19 South, Range 3 West, said manndaring entering agree particularly described as follows from the aforementioned 36° 50' turn to the left, run Northwesterly 112,78 feet to a point; manndaring entering being agree particularly described as follows; from the aforementioned 36° 50' turn to the left, run Northwesterly 112,78 feet to a point; thence 170 '4' to the right and two borthwesterly 195,30 feet to a point; thence 270 10' to the right and run borthwesterly 85.86 feet to a point; thence 370 10' to the right and run borthwesterly 195,30 feet to a point; thence 370 10' to the right and run borthwesterly 85.86 feet to a point; thence 370 10' to the right a - iun Northeasterly 31.16 feet to a point; thence 690 36' to the left and run Mortheasterly 49.09 feet to a point; thence 590 55' to the left and (mr Houthwesterly 145 4) feet to a point; thence 140 23, so the late and run Southeesterly 161.01 feet to a point; thence 330 04, to the right and run Southeesterly 161.01 feet to a point; thence 330 04, to the right and run Southeesterly westerly 114.06 feet to a point; thance 100 15' to the right and run Southwesterly 49 46 feet to a point; thance 10 09' to the left and run Southwesterly 126.44 foot to a point; thanks 60 80' to the left and run Southwesterry 130.10 foot to a paint; thence 40 82' to the left and run Southwesterry 130.10 foot to a paint; thence 40 82' to the left and run Southwesterry 130.10 foot to a feelist : frame 11' to' to the left and run Boutmonterly \$27.79 foot to 8 point; Shones 140 31' to the step and run Boutmonterly \$5,17 foot to 8 point; Shones 140 31' to the step to 50,17 foot to the birthment tones. putot on the west time of the S.W. af the S.E. af said section; thence Br 46' to the Left and run south slong the west line of said he's section 364. Is fort to the point of bestwing

Containing 176,72: 4th square foot or 30-136 norms

Weller Brhool.

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LEGAL DESCRIPTION OF PARCEL."A"

A parcel of land situated in the SW 1/4 of the SE 1/4 of Section 31, Township 19 South, Range 2 West, being more particularly described as follows:

Beginning at the Southwest corner of the SW 1/4 of the SE 1/4 of Section 31, Township 19 South, Range 2 West and run East along the South line of the SW 1/4 of the SE 1/4 907.96 feet to a point on the Northwesterly "that of way line of Oak Mountain Park Road; thence 50 degrees 13 minutes to the left and run Northeasterly along said right of way 119.08 feet to the P.C. (point of curve) of a curve to the right having a radius of 694.30 feet and a central angle of 57 degrees 49 minutes 39 seconds; thence run in the arc of said curve to the right and along the Northwesterly right of way 700.74 feet to a point; thence 130 degrees 36 minutes 34 seconds to the left (angle measured to tangent) and run Northwesterly 439.25 feet to a point in Cahaba Valley Creek; Lhence 36 degrees 50 minutes to the left and run along the meandering centerline of Cahaba Valley Creek 1723.86 feet to a point on the West line of the SW 1/4 of the SE 1/4 of Section 31, Township 19 South, Range 2 West, said meandering centerline being more particularly described as follows: from the aforementioned 36 degrees 50 minutes turn to the left, run Northwesterly 112.70 feet to a point; thence 15 degrees 54 minutes to the light and run Northwesterly 195.30 feet to a point; thence 27 degrees 30 minutes to the right and run Northwesterly 85.86 feet to a point; hence 37 degrees 11 minutes to the right and run Northeasterly 31.36 feet to a point; thence 69 degrees 36 minutes ₹ to the left and run Northwesterly 49.09 feet to a point; thence 59 degrees 55 minutes to the left and run Southwesterly 192.91 feet to a point; thence 19 degrees 53 minutes to the left and run Southwesterly 261.01 feet to a point; thence 23 degrees 04 minutes to the right and run Southwesterly 139.06 feet to a point; thence 10 degrees 15 minutes to the right and run Southwesterly \$ 49.66 feet to a point; thence 01 degree 09 min les to the left and run South-westerly 124.44 feet to a point; thence 06 degrees 58 minutes to the left and run Southwesterly 129.10 feet to a point; thence 04 degrees 02 minutes to the left and run Southwesterly 49.41 feet to a point; thence 11 degrees 36 minutes to the left and run Southwesterly 237.79 teet to a point; thence 34 degrees 33 minutes to the right and run Southwesterly 66.17 feet to the aforementioned point on the West line of the SW 1/4 of the SE 1/4 of said section; thence 87 degrees 46 minutes to the left and run South along the West line of said 1/4-1/4 section 364.38 feet to the point of beginning.

According to the survey of Walter Schoel, Jr., Alabama Registered No. 3092, dated January 30, 1979.

Situated in Shelby County, Alabama.

LEGAL DESCRIPTION PARCEL "B"

Commence at the Southwest corner of the S.W.1/4 of the S.E.1/4 of Section 31, Township 19 South, Range 2 West and run East along the South line of the S.W.1/4 of the S.E.1/4 907.96 feet to a point on the Northwesterly right-of-way line of Oak 50°13' to the left Mountain Park Road; thence Northeasterly along said right-of-way 119.08 feet to the P.C. (point of curve) of a curve to the right having a radius of 694.30 feet and a central angle of 57°49'39"; thence run in the arc of said curve to the right and along the Northwesterly right-of-way 700.74 feet to a point; thence 130 36'34" to the left (angle measur d to tangent) and run Northwesterly 439.25 feet to a point in Cahaba Valley Creek, said point being the point of beginning; thence 36°50' to the left in a Northwesterly direction along the center of Cahaba Valley Creek a distance of 112.70 feet to a point; thence 15054' to the right in a Northwesterly direction along the center of Cahaba Valley Creek a distance of 195.30 feet to a point; thence 27°30' to the right in a Northwesterly direction along the center of Cahaba Valley Creek a distance of 85.86 feet to a point; thence 37°11' to the right in a Northerly direction along the center of Cahaba Valley Creek a distance of 31.36 feet to a point; thence 69036' to the left in a Northwesterly direction along the center of Cahaba Valley Creek = a distance of 49.09 feet to a point; thence 120005' to the right in a Northeasterly direction a distance of 2.24 feet to a point; thence 4°14' to the left in a Northeasterly direction a distance of 124.97 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 484.76 feet to the point of beginning.

Containing 3920.40 square feet or 0.9 acres.

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STATE OF ALL STATES OF ALL STA	Morigage Tax	\$ 112.50	
INSTRUMENT WAS FILLED	Deed Tax		
1985 JUL 18 AN 11: 16	Mineral Tax		
	Recording Fee	12.50	
JUDGE 18 98 05 ATE	Inden Fee	1.00	
303.5.	TOTAL	s 126.00	