

MORTGAGE

This instrument was prepared by Steven R. Sears, attorney, 11 South Main Street, BX 557, Montevallo, AL 35115+0557, telephone 665-1211, without benefit of title evidence.

State of Alabama)
County of Shelby)

Know all men by these presents: That whereas, Annette B. Cleckler, (hereinafter called "Mortgagor," whether one or more) are justly indebted to Robert Eugene Hawkins, (hereinafter called "Mortgagee," whether one or more), in the sum of twenty thousand dollars (\$20,000.00), evidenced by a Real Estate Mortgage Note delivered simultaneously herewith;

And Whereas, Mortgagor 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 Mortgagor, Annette B. Cleckler 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, Alabama, to-wit:

A part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of §23, Twp 21S, R3W, Shelby County, AL more particularly described as follows:

Begin at the SW corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of §23, Twp 21S, R3W, Shelby County, AL and run thence Northerly along the W line of said $\frac{1}{4}$ a distance of 460.45 feet to a point on the S ROW line of Shelby County Highway Number 80; thence turn an angle of 76°31'45" right to chord and run in a Northeasterly direction along the chord of a highway curve to the right a chord distance of 308.45 feet to a point in the centerline of a gravel drive; thence turn an angle of 88°42'30" right from chord and run Southerly along the centerline of said gravel drive a distance of 143.37 feet to the PC of a curve to the right having a central angle of 19°37' and a radius of 235.0 feet; thence continue along the centerline arc of said curve an arc distance of 80.46 feet to the PT of said curve; thence continue along the centerline of said gravel drive a tangent distance of 43.85 feet to the PC of a curve to the left having a central angle of 32°16' and a radius of 170.0 feet; thence continue along the centerline arc of said curve an arc distance of 95.74 feet to the PT of said curve; thence continue along the centerline of said gravel drive a tangent distance of 68.68 feet to the PC of a curve to the right having a central angle of 6°55' and a radius of 330.0 feet; thence continue along the centerline arc of said curve an arc distance of 39.84 feet to the PT of said curve; thence continue along the centerline of said gravel drive a distance of 121.18 feet to a point; thence turn an angle of 21°00'00" to the right and run southerly a distance of 255.26 feet to a point; thence turn an angle of 91°30'00" right and run westerly a distance of 446.43 feet to a point; thence turn an angle of 87°59'45" right and run northerly along the W line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said §23, a distance of 273.0 feet to the point of beginning, containing 303,835.54 square feet or 6.975 acres and subject to all agreements, easements, restrictions, and/or limitations of probated record.

According to a survey conducted October 25, 1985, by Joseph E. Conn, Jr., Ala Reg no 9049.

There is conveyed herewith a nonexclusive right of way easement over a 20 foot wide existing gravel road on the eastern edge of the abovedescribed property, 10 feet of which are within the abovedescribed property and a nonexclusive right of way easement is reserved thereon.

Said property is warranted free from all encumbrances and 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, the 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 promptly to deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fails to keep said property insured as above specified, or fails 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. Mortgagor may not mine the property, drill on it, cut timber on it, or do anything to lower its value without the prior written consent of the mortgagee.

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 encumbrance 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 encumbrances, 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. Undersigned further agree that said Mortgagee, agents, or assigns may bid at said sale and purchase said property, if the highest bidder therefore; 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 have hereunto set their signatures and seals, this 20 November 1985.

Annette B. Cleckler
Annette B. Cleckler

Noty. fee 36.00
Rec. 500
(seal) 36.00
STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED
1985 Nov. 21 AM 10:52

* * * * *

I, a notary public in and for the State of Alabama at Large, hereby certify that Annette B. Cleckler, whose name is signed to the foregoing conveyance, and who is (made) 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 20 November 1985.

My commission expires 16 February 1986
Notary Public