

This form furnished by: **Cahaba Title, Inc.** 988-5600

This instrument was prepared by:

(Name) Mitchell A. Spears(Address) P.O. Box 91Montevallo AL 35115**MORTGAGE****STATE OF ALABAMA****SHELBY****COUNTY****KNOW ALL MEN BY THESE PRESENTS: That Whereas,****WAYNE PICKETT and wife, CONNIE PICKETT**

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

R. D. BUNN

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

of Four Thousand Five Hundred and 00/100----- Dollars
(\$4,500.00-----), evidenced by separate real estate mortgage note executed on even date herewith.

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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,

WAYNE PICKETT and wife, CONNIE PICKETTand 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:

Begin at the southeast corner of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 11, Township 24, North, Range 12 East and run thence north along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 431 feet to a point which is 110.8 feet south of the south right-of-way line of Shelby County Highway 155, for a point of beginning; thence turn 180 deg. and run southerly along said east line of said $\frac{1}{4}$ - $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 431.0 feet to a point; thence turn an angle to the right of 95 deg. 26 min. and run a distance of 431.0 feet along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ - $\frac{1}{4}$ Section to a point; thence turn to the right and run in a northeasterly direction to the point of beginning, being triangular in shape and being situated in the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 11, Township 24 North, Range 12 East;

THERE IS EXCEPTED FROM THE ABOVE THE FOLLOWING DESCRIBED PARCEL:

Commence at the southeast corner of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 11, Township 24 North, Range 12 East and run north a distance of 140 feet for a point of beginning; thence continue North 291 feet; thence run southwest forming an interior angle of 47 deg. 43 min. for a distance of 391.5 feet; thence run east forming an interior angle of 47 deg. 43 min. for a distance of 291 feet to the point of beginning of said excepted parcel.

Subject to a 30 foot easement for a drive along the easterly side of said parcel of land.

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 sums 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 the 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 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 **WAYNE PICKETT and wife, CONNIE PICKETT**

have hereunto set their signatures and seal, this 29th day of MAY, 19 87
Wayne Pickett (SEAL)
Connie Pickett (SEAL)
CONNIE PICKETT (SEAL)

NOTARY
PUBLIC
THE STATE OF ALABAMA

SHELBY COUNTY }
I, the undersigned authority, a Notary Public in and for said County, in said state,
hereby certify that **Wayne Pickett and Connie Pickett**

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 29th day of May, 19 87

9/89 A. A. A. A. Notary Public

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THE STATE of _____ COUNTY }
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 _____ day of _____, 19 _____

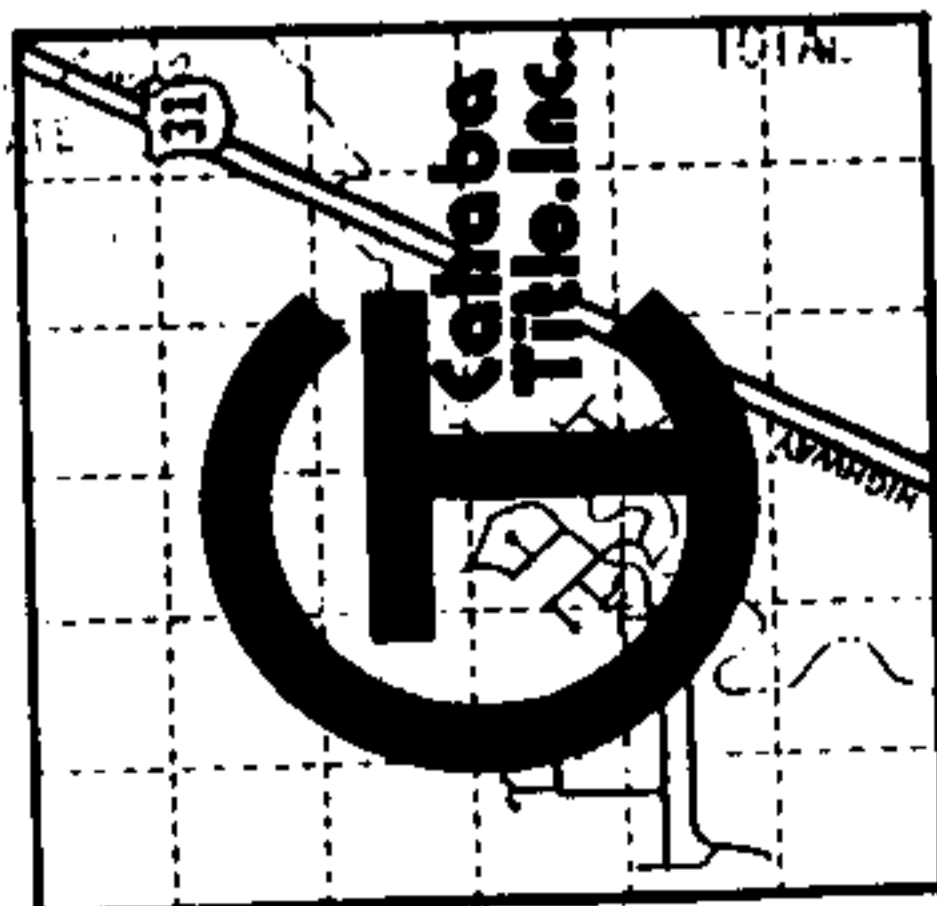
STATE OF ALABAMA
I CERTIFY THAT
INSTRUMENT NO. _____

1987 JUN -2 PM 2:51

JUDGE OF PROBATE

MORTGAGE

STATE OF ALABAMA
COUNTY OF _____



1. Deed Tax \$ _____
2. Mfg. Tax \$ 6.75
3. Recording Fee \$ 2.00
4. Indexing Fee \$ 1.00
TOTAL \$ 12.75

Notary Public

Recording Fee \$
Deed Tax \$

This form furnished by
Cahaba Title, Inc.
2068 Valleydale Road
Birmingham, Alabama 35244
Phone (205) 988-5600
LOCATED IN RIVERCHASE