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

This instrument was prepared by:

(Name) Gail Owen  
(Address) Route 1  
Columbiana, Al. 35051

**MORTGAGE**

**STATE OF ALABAMA**

Shelby COUNTY }

**KNOW ALL MEN BY THESE PRESENTS:** That Whereas,

Tommy Gable, unmarried; Curry Mizzell and wife, Jean Mizzell

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

L. Douglas Joseph

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

of Eighty-six Hundred and no/100-----  
(\$ 8600.00 plus interest), evidenced by one promissory note of even date.

Dollars

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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,

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:

Commence at the Southwest corner of the SW 1/4 of the SW 1/4 of Section 1, Township 22 South, Range 1 West; thence run North along the West line of said 1/4 1/4 for 1311.80 feet; thence 89 deg. 26 min. 20 sec. right, run East for 679.85 feet; thence 1 deg. 20 min. 49 sec. left, run 1271.39 feet to the point of beginning; thence continue last described course for 690.00 feet; thence 92 deg. 36 min. 30 sec. right run Southerly for 1268.34 feet to an iron pipe; thence 86 deg. 46 min. 45 sec. right, run Westerly 690.00 feet; thence 93 deg. 11 min. 48 min. right, run Northerly for 1275.71 feet to the point of beginning; being in the SE 1/4 of SW 1/4 of Section 1, Township 22 South, Range 1 West, Shelby County, Alabama.

ALSO, a 60 foot easement for egress and ingress, the center line thereof described as follows: Commence at the Southwest corner of the SW 1/4 of the SW 1/4 of Section 1, Township 22 south, Range 1 West; thence run North along the West line of said 1/4 1/4 for 1311.80 feet; thence 89 deg. 26 min. 20 sec. right, run 276.26 feet to the East right of way of Butter & Eggs Road; thence 89 deg. 35 min. right, run Southerly along said right of way for 237.02 feet to the point of beginning; thence 105 deg. 21 min. 30 sec. left, run 82.11 feet; thence 29 deg. 56 min. 35 sec. left, run 176.19 feet; thence 28 deg. 11 min. 53 sec. right, run 325.26 feet; thence 15 deg. 17 min. 27 sec. right, run 1157.60 feet to the West line of the above described property and the point of ending; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

No timber may be cut from subject property without prior written approval of mortgagee. In the event timber is cut, the harvesting is to be done by Shelby County Logging and all stumpage monies are to be applied to unpaid principal mortgage balance.

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

*Att. 1 Box - 95*  
*Columbiana Al.*

To Have and to 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

have hereunto set our signature s and seal, this 1st day of March, 1988

STATE OF ALA. SHELBY COUNTY  
I CERTIFY THIS INSTRUMENT WAS FILED  
88 MAR -2 PM 12:58  
JUDGE OF PROBATE  
Alabama  
Shelby COUNTY }

1. Deed Tax	\$	
2. Mig. Tax	12.90	
3. Recording Fee	5.00	
4. Indexing Fee	1.00	
TOTAL	18.90	

Tommy Gable (SEAL)  
Curry Mizzell (SEAL)  
Jean Mizzell (SEAL)

I, the undersigned authority, a Notary Public in and for said County, in said state, hereby certify that Tommy Gable; Curry Mizzell and wife, Jean Mizzell whose names 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 1st day of March, 1988

Notary Public

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 Notary Public

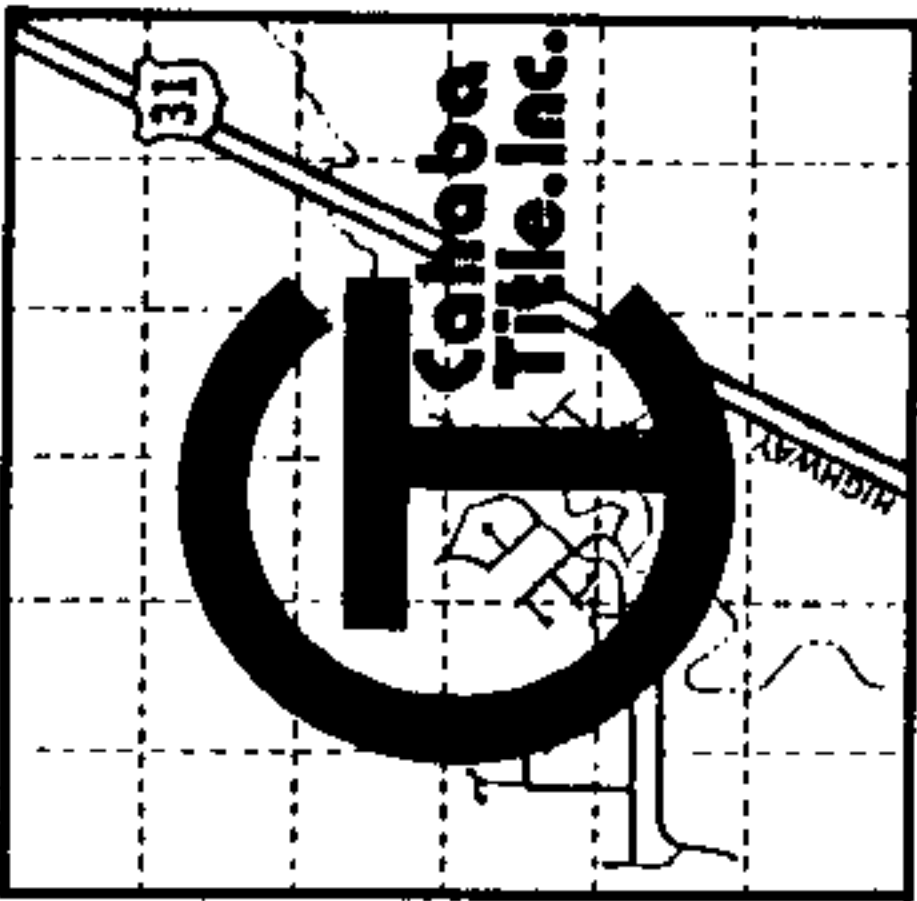
Return to:

TO

MORTGAGE

STATE OF ALABAMA

COUNTY OF



Recording Fee \$

Deed Tax \$

This form furnished by

**Cahaba Title, Inc.**

2068 Valleydale Road

Birmingham, Alabama 35244

Phone (205) 988-5600

LOCATED IN RIVERCHASE