

This instrument was prepared by

(Name) J. MICHAEL JOINER <sup>800</sup>

(Address) P. O. BOX 1012, ALABASTER, ALABAMA 35007

MORTGAGE - LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

MICHAEL W. ROSE and wife, REBECCA A. ROSE

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

JOHN C. DRAPER, III and wife, KATHRYN DRAPER

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

of FIFTEEN THOUSAND and 00/100 ~~-----~~ Dollars  
(\$ 15,000.00 ), evidenced by THAT MORTGAGE NOTE OF EVEN DATE HEREWITH.

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,

MICHAEL W. ROSE and wife, REBECCA A. ROSE

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 SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 3 WEST; RUN THENCE NORTH 23 DEGREES 32 MINUTES WEST FOR 310.6 FEET TO THE WEST RIGHT OF WAY OF COUNTY ROAD NUMBER 95 AND RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID RIGHT OF WAY AND A CURVE TO THE LEFT HAVING A RADIUS OF 2,824.79 FEET FOR AN ARC LENGTH OF 143.60 FEET; RUN THENCE NORTH 25 DEGREES 34 MINUTES 21 SECONDS WEST ALONG SAID RIGHT OF WAY FOR 49.78 FEET; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID RIGHT OF WAY AND A CURVE TO THE LEFT HAVING A RADIUS OF 2814.79 FEET FOR AN ARC LENGTH OF 150.0 FEET; RUN THENCE NORTH 06 DEGREES 51 MINUTES 11 SECONDS WEST ALONG SAID RIGHT OF WAY FOR 51.50 FEET; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID RIGHT OF WAY AND A CURVE TO THE LEFT HAVING A RADIUS OF 2,824.79 FEET FOR AN ARC LENGTH OF 44.35 FEET TO THE POINT OF BEGINNING; CONTINUE ALONG SAID CURVE IN A NORTHEASTERLY DIRECTION FOR AN ARC LENGTH OF 77.45 FEET; RUN THENCE NORTH 21 DEGREES 01 MINUTES 54 SECONDS WEST ALONG SAID RIGHT OF WAY FOR 80.27 FEET; RUN THENCE NORTH 88 DEGREES 32 MINUTES 26 SECONDS WEST FOR 511.44 FEET; RUN THENCE SOUTH 01 DEGREES 26 MINUTES 35 SECONDS WEST FOR 260.67 FEET; RUN THENCE NORTH 89 DEGREES 57 MINUTES 34 SECONDS EAST FOR 316.50 FEET; RUN THENCE IN A NORTHEASTELRY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 430.57 FEET FOR AN ARC LENGTH OF 184.12 FEET; RUN THENCE NORTH 65 DEGREES 27 MINUTES 34 SECONDS EAST FOR 71.71 FEET; RUN THENCE NORTH 22 DEGREES 59 MINUTES 57 SECONDS EAST FOR 33.75 FEET TO THE WEST RIGHT OF WAY OF COUNTY ROAD NUMBER 95 AND THE POINT OF BEGINNING.

SAID LAND BEING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE PRINCIPLE MERIDIAN, SHELBY COUNTY, ALABAMA.

SUBJECT TO EXISTING EASEMENTS, TAXES, RESTRICTIONS, SET-BACK LINES, RIGHTS OF WAY, LIMITATIONS, IF ANY, OF RECORD.

THE PROCEEDS OF THIS LOAN HAVE BEEN APPLIED TO THE PURCHASE PRICE OF THE HEREIN DESCRIBED PROPERTY.

THIS MORTGAGE SHALL BE SECOND AND SUBORDINATE TO A CONSTRUCTION LOAN MORTGAGE WHICH SHALL BE SUBSEQUENTLY OBTAINED AND RECORDED. MORTGAGEE SHALL EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SUBORDINATE THIS MORTGAGE TO THE CONSTRUCTION LOAN MORTGAGE. MINERAL AND MINING RIGHTS EXCEPTED.

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

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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 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 MICHAEL W. ROSE and wife, REBECCA A. ROSE have hereunto set THEIR signature and seal, this 13<sup>th</sup> day of APRIL, 19 89.

*Michael W. Rose* (SEAL)  
MICHAEL W. ROSE  
*Rebecca A. Rose* (SEAL)  
REBECCA A. ROSE (SEAL)  
..... (SEAL)

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THE STATE of ALABAMA }  
SHELBY COUNTY }

I, THE UNDERSIGNED, hereby certify that MICHAEL W. ROSE and wife, REBECCA A. ROSE, 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 13<sup>th</sup> day of APRIL, 19 89.

....., a Notary Public in and for said County, in said State,  
..... Notary Public.

THE STATE of ..... }  
..... COUNTY }

I, ..... 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 .....

....., a Notary Public in and for said County, in said State,  
..... Notary Public.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED  
89 APR 17 AM 11:23  
*James A. ...*  
JUDGE OF PROBATE

1. Deed Tax \$ .....  
2. Mtg Tax 22.50  
3. Recording Fee 5.00  
4. Indexing Fee 2.00  
TOTAL 29.50

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA  
317 NORTH 20th STREET  
BIRMINGHAM, ALABAMA 35203

Return to: TO