

STATE OF ALABAMA )

COUNTY OF SHELBY )

1351

CORRECTIVE MORTGAGE

Whereas, the undersigned, William Henry Gray and wife, Sharon Kay Gray, are justly indebted to Lawler Mobile Homes, in the sum of Twenty Six Thousand Five Hundred Ninety Six and no/100 (\$26,596.00) Dollars as evidenced by negotiable promissory note of even date herewith, in amount and payable as follows, to-wit: Note in the amount of Sixty Thousand Five Hundred Seventy and 60/100 (\$60,573.60) Dollars including interest, being due and payable in one hundred eighty (180) monthly installments of Three Hundred Thirty Six and 52/100 (\$336.52) Dollars each, beginning January 1, 1980, and a like installment on the 1st day of each month thereafter until paid in full.

Whereas, the said Lawler Mobile Homes, Inc. is desirous of securing the full and prompt payment of the indebtedness evidenced by said note, and to secure the payment of any indebtedness, over and above the amount of said note that may be hereafter, and before the final maturity of the aforesaid debt, owing by William Henry Gray and wife, Sharon Kay Gray to the mortgagee herein or its assigns:

Now, therefore, in consideration of the indebtedness evidenced by the aforesaid note, and in order to secure the prompt payment thereof as said note shall become due, as well as to secure the payment of any additional indebtedness, the said William Henry Gray and wife, Sharon Kay Gray, do hereby grant, bargain, sell and convey unto the said Lawler Mobile Homes, Inc. the following property, to-wit:

Part of the West 315 feet of the NW 1/4 of the NW 1/4 of Section 35, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: From the Northwest corner of said 1/4 - 1/4 Section, run in an Easterly direction along the North line of said 1/4 - 1/4 Section for a distance of 206.41 feet; thence turn an angle to the right of 137 degrees 34 minutes and run in a Southwesterly direction for a distance of 126.36 feet, to the point of beginning; thence turn an angle to the left of 33 degrees 43 minutes and run in a Southwesterly direction for a distance of 174.72 feet; thence turn an angle to the left of 90 degrees and run in a Southeasterly direction for a distance of 241.00 feet, more or less, to a point on the East line of said West 315 feet of NW 1/4 of NW 1/4 of said Section; thence turn an angle to the left and run in a Northerly direction along said East line of said West 315 feet of NW 1/4 of NW 1/4 for a distance of 178.6 feet; thence turn an angle to the left and run in a Northwesterly direction for a distance of 204.00 feet, more or less, to the point of beginning.

Situated in Shelby County, Alabama.

Also a 20-foot easement for a driveway and public utilities, the centerline of which is described as follows: Part of the West 315 feet of the NW 1/4 of NW 1/4 of Section 35, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: From the Northwest corner of said 1/4 - 1/4 Section, run in an Easterly direction along the North line of said 1/4 - 1/4 Section for a distance of 206.41 feet; thence turn an angle to the right of 137 degrees 34 minutes and run in a Southwesterly direction for distance of 126.36 feet; thence turn an angle to the left of 33 degrees 43 minutes and run in a Southwesterly direction for a distance of 174.72 feet to the point of beginning; thence turn an angle to the right of 90 degrees and run in a Northwesterly direction for a distance of 50.00 feet; thence turn an angle to the left of 100 degrees 38 minutes 30 seconds and run in a Southerly direction for a dis-

BOOK 267 PAGE 183

Ronald Lack

tance of 590.00 feet, more or less, to the centerline of Alabama Highway #25, being the point of ending of said easement.

Situated in Shelby County, Alabama.

THIS DOCUMENT IS FOR THE PURPOSE OF CORRECTING AN ERRONEOUS LEGAL DESCRIPTION PROVIDED IN THE ORIGINAL MORTGAGE WHICH WAS EXECUTED BY WILLIAM HENRY GRAY AND WIFE, SHARON KAY GRAY ON DECEMBER 10, 1979 AND RECORDED IN BOOK 399, PAGE 08, - 11 IN THE OFFICE OF THE PROBATE JUDGE OF SHELBY COUNTY, ALABAMA.

TO HAVE AND TO HOLD unto said Lawler Mobile Homes, Inc., its successors and assigns, forever.

And we do, for ourselves, our heirs, executors, administrators and assigns covenant with the said Lawler Mobile Homes, Inc. its successors, and assigns, that we are lawfully seized in fee simple of said premises, that they are free from all encumbrances, and that we have a good right to sell and convey the same as aforesaid; and that we will, and our heirs, executors and administrators shall, forever warrant and defend the same unto the said Lawler Mobile Homes, Inc. its successors, and assigns, against the lawful claims of all persons whomsoever.

To further secure the aforesaid indebtedness, we agree to keep the main dwelling house on the real estate hereinabove described insured in some standard insurance company or companies qualified to do business in Alabama, against loss by fire in a sum not less than an insurable amount, and against loss by tornado in a sum not less than an insurable amount, such loss to be payable to the Mortgagee or its assigns as its or their interest may appear; and if we fail to do so the mortgagee and its assigns, shall be authorized to so insure said property and any amount expended by either of them for such purpose shall be payable on demand, and shall be a debt secured by this instrument.

To further secure the payment of said indebtedness we agree to keep the taxes assessed against the property hereinabove described paid in each year, and to keep any assessments of any kind against such property paid before such taxes or assessments become delinquent; and if we fail to do so, the mortgagee and its assigns, shall be authorized to pay such taxes and assessments, and any amount expended by either of them therefore shall be payable on demand, and shall be a debt secured by this instrument.

THIS INSTRUMENT is a mortgage and is upon condition that if the indebtedness evidenced by the aforesaid note shall be paid in full as and when said note shall mature, and if the insurance shall be kept in force, as hereinabove provided, and the taxes and other assessments paid, as hereinabove provided, and if there shall be paid on demand therefrom any amount expended by the mortgagee or its assigns, for taxes assessments or insurance, as hereinabove provided, it shall be void; but if default is made in the payment of the note hereinabove described, or either of the notes (if there be more than one), hereinabove described, or if insurance is not kept in force, as hereinabove provided, or if taxes or other assessments be not paid as hereinabove provided; or if any amount expended for insurance, taxes or assessments by the mortgagee or its assigns as hereinabove provided by not paid on demand, then in either of such events, the whole of the indebtedness secured by this instrument shall immediately become due and payable, and the mortgagee herein, its agencies, attorneys and assigns, shall be authorized to take possession and to sell the property hereinabove described, to execute proper conveyance to purchaser, such sale or sales thereof to be made and had at or near the court house door of Shelby County, in the City of Columbiana, Alabama, after notice of the time, place and terms of sale shall have been given for thirty days by advertisement to be published for four (4) weeks by publication once a week in any newspaper then published in the County where the sale is to be

had, any sale of real estate under this mortgage may be had either before or after taking possession; the proceeds of any sale or sales under this mortgage shall be applied as follows: 1st, to the payment of the expenses of advertising, selling, recording and conveying, including any expense of taking possession of and maintenance to the day of sale, the property above described, or any part thereof, and including any attorney's fee that may be incident to taking or obtaining possession and including a reasonable attorney's fee for the foreclosure or sale; 2nd, to the payment of the indebtedness secured by this instrument, in full; 3rd, the balance, if any, to be paid over to the undersigned William Henry Gray and wife, Sharon Kay Gray, or their legal representative.

It is agreed that at any sale under the power contained in this mortgage, the mortgagee, its agents, attorneys and assigns, may bid and purchase in all respects as if they were strangers to this conveyance.

It is further agreed that if the mortgagee or its assigns shall foreclose this mortgage in any court having jurisdiction of the subject matter, or if the mortgagee or its assigns, shall be or become party to any suit to recover possession of any property described in this mortgage, or for any other purpose in which their rights under this mortgage may be involved, we will pay a reasonable fee to the mortgagee or its assigns, for each such foreclosure suit, or other action, and each such fee shall be a debt secured by this instrument.

It is agreed that if the mortgagee, or its assigns, shall advance to any mortgagor herein, after the date of this mortgage and prior to the maturity of the last maturing note, any amount of money, this mortgage shall stand as security therefore, and such advance shall be a debt secured by this mortgage.

It is further agreed that if the maturity date of any note secured by this instrument shall be in a calendar year subsequent to the calendar year in which this instrument is executed, we will, prior to the first day of February of such calendar year, execute and deliver to the mortgagee, and its assigns, a mortgage on all crops to be grown by the undersigned during such calendar year as additional security, and failure to do so shall mature the whole of the then indebtedness secured by this mortgage, and shall authorize the immediate foreclosure of this mortgage in the manner hereinabove provided, or in any other manner authorized by law.

As to the indebtedness hereby secured, we do hereby waive all rights of exemption allowed us under the Constitution and Laws of the State of Alabama.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seal on this 25<sup>th</sup> day of October, 1989.

William Henry Gray L.S.  
Sharon Kay Gray L.S.

MORTGAGE ONLY:  
Prepared by:  
Ronald E. Jackson  
Attorney at Law  
P. O. Box 66  
Pelham, AL 35124

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, Christi L. Hendrix, the undersigned, a Notary Public in and for said County in said State, hereby certify that William Henry Gray and wife, Sharon Kay Gray, 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 25<sup>th</sup> day of October, 1989.

Christi L. Hendrix

Notary Public

My Commission Expires: My Commission Expires March 10, 1992

BOOK 267 PAGE 186

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

89 NOV 21 PM 2:05

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

	NO. TAX COLLECTED
1. Deed Tax -----	\$ _____
2. Mtg. Tax -----	\$ _____
3. Recording Fee -----	\$ <u>10.00</u>
4. Indexing Fee -----	\$ <u>3.00</u>
5. Notary Fee -----	\$ <u>1.00</u>
6. Certified Stamp Fee --	\$ <u>1.00</u>
<b>Total -----</b>	<b>\$ <u>15.00</u></b>