

This instrument was prepared by

(Name) J. Michael Joiner, Attorney at Law

(Address) 321 1st Street North Alabaster, AL 35007

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

David E. Rhea and wife Francille W. Rhea
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

George W. Craiger, a single man

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

of Eleven thousand and no/100
(\$ 11,000.00), evidenced by

A Promissory 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,

David E. Rhea and wife Francille W. Rhea

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:

A part of the NW 1/4 of the SE 1/4 and also a part of the NE 1/4 of the SW 1/4 of Section 25, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the NE corner of the NW 1/4 of the SE 1/4 of Section 25, Township 21 South, Range 3 West and run west along the north line of said 1/4-1/4 section 787.45 feet; thence turn 92 deg 40 min 04 sec left and run 527.51 feet to the point of beginning; thence turn 90 deg right and run 638.56 feet to the east right of way line of Shelby County Road No. 12, also being the north boundary of a 30 foot road right-of-way; thence turn 178 deg 49 min 45 sec left and along last said right-of-way 107.02 feet; thence 5 deg 17 min 14 sec right and along said right-of-way 162.61 feet; thence turn 14 deg 35 min right and along said R.O.W. 48.15 feet; thence turn 31 deg 32 min right and along said right-of-way 146.69 feet; thence turn 20 deg 00 min left and along said right-of-way 30 deg 77 min; thence turn 122 deg 34 min left and run 112.20 feet; thence turn 90 deg right and run 210 feet; thence turn 90 deg right and run 210 feet; then turn 90 deg right and run 62.20 feet to the south boundary of a 30 foot road right-of-way; thence turn 57 deg 26 min left and run 55.23 feet; thence turn 20 degrees right and along said right-of-way 143.41 feet; thence turn 31 deg 32 min left and along said right-of-way 35.85 feet; thence turn 14 deg 35 min left and along said right-of-way 157.39 feet; thence turn 5 deg 57 min 54 sec left and along said right-of-way 106.98 feet to the east right-of-way line of Shelby County Road No. 12; thence turn 87 deg 25 min 27 sec left and along said east right-of-way of Shelby County Road No. 12 296.68 feet; thence turn 91 deg 42 min 13 sec left and run 735.33 feet; thence turn 92 deg 02 min 06 sec left and run 352.14 feet; thence turn 90 deg 00 min left and run 75.00 feet to the point of beginning. Situated in Shelby County, Alabama.

Subject to existing easements, taxes, restrictions, set-back lines, rights of way, limitations, if any, of record.

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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 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 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 his signature and seal, this 23rd day of February, 1990.

David E. Rhea

Francille W. Rhea

THE STATE of Alabama
Shelby COUNTY

I, J. Michael Joiner, a Notary Public in and for said County, in said State, hereby certify that David E. Rhea, and wife Francille W. Rhea

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 he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of February, 1990.

My Commission Expires: 11-17-90.

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

Notary Public

1. Deed Tax ----- \$
2. Mtg. Tax ----- \$16.50
3. Recording Fee ----- \$3.00
4. Indexing Fee ----- \$3.00
5. No Tax Fee ----- \$
6. Certified Fee ----- \$1.00
Total ----- \$23.50

MORTGAGE DEED

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

90 MAR -1 AM 8:29

JUDGE OF PROBATE

This form furnished by

LAND TITLE COMPANY OF ALABAMA

317 NORTH 20th STREET

BIRMINGHAM, ALABAMA 35203