

STATE OF ALABAMA  
CHILTON COUNTY

MORTGAGE

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KNOW ALL MEN BY THESE PRESENTS that whereas, Kenneth W. Mobley, d/b/a Brentwood Enterprises, (hereinafter called "Mortgagor"), whether one or more) are justly indebted to Franklin Lucas, (hereinafter called "Mortgagee, whether one or more), in the sum of Eighty Three Thousand Eight Hundred Dollars, evidenced by real estate mortgage note of even date.

AND WHEREAS, Mortgagor(s) agree, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

Now therefore, in consideration of the premises, said Mortgagor(s), Kenneth W. Mobley d/b/a Brentwood Enterprises, 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, Alabama, to-wit:  
Begin at the SE corner of Section 2, Township 24 North, Range 12 East, Shelby County, Alabama; thence W along the S line of said Section 2 for 2671.84 feet; thence right 85 degrees 51 minutes 09 seconds in a Northerly direction 981.67 feet to an old iron for the point of beginning; thence right 1 degree 48 minute 41 seconds in a Northerly direction 1356.18 feet to the S right of way of Alabama Highway No. 25, said last mentioned line passes through an old iron sometimes referred to and used as the SW corner of the SW 1/4 of the NE 1/4 of said Section 2; thence right 93 degrees 15 minutes 48 seconds in an Easterly direction along said S right of way 409.47 feet to the NW corner of Murray Hill Subdivision, Sector One, as recorded in Map Book 5 at Page 92 in the Shelby County Probate Office; thence right 86 degrees 17 minutes 26 seconds in a Southerly direction along the W boundary of said Murray Hill Subdivision, Sector One 1343.47 feet to an old iron; thence right 91 degrees 53 minutes 12 seconds in a Westerly direction along an old fence 419.38 feet to the point of beginning, being located in the W 1/2 of the SE 1/4 and the SW 1/4 of the NE 1/4 of said Section 2, Township 24, Range 12 East.

Less and except:

Begin at the SE corner of Section 2, Township 24 North, Range 12 East, Shelby County, Alabama; thence W along the S line of said Section 2 for 2671.84 feet; thence right 85 degrees 51 minutes 09 seconds in a Northerly direction 981.67 feet to an old iron; thence right 1 degrees 48 minutes 41 seconds in a Northerly direction 1197.39 feet to the point of beginning; thence continue along said course 158.79 feet to the S right of way of Alabama Highway No. 25, said last mentioned line passes through an old iron sometimes referred to and used as the SW corner of the SW 1/4 of the NE 1/4 of said Section 2; thence right 93 degrees 15 minutes 48 seconds in an Easterly direction along said S right of way 124.47 feet; thence right 86 degrees 44 minutes 12 seconds in a Southerly direction 158.79 feet; thence right 93 degrees 15 minutes 48 seconds in a Westerly direction 124.47 feet to the point of beginning, according to the survey of W. M. Varnon, Registered Land Surveyor, dated June 9, 1981.

Subject to rights, if any, of Shelby County under instruments recorded in Deed Book 76, Page 434, as recorded in the Probate Office of Shelby County, Alabama.

Subject to rights of Alabama Power Company under those instruments recorded in Deed Book 107, Page 304; Deed Book 181, Page 431; Deed

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*Chilton  
Title*

Book 188, Page 67; Deed Book 276, Page 480 in said Probate Office. Agreement with Alabama Power Company as recorded in Real Volume 35, Page 313 in the Probate Office of Shelby County, Alabama. Mineral and mining rights are excepted.

This is a "Wrap Around" mortgage and is inclusive of those sums due the Merchants and Planters Bank, Montevallo, Alabama on that mortgage executed by Franklin Lucas to Merchants and Planters Bank. As a material consideration of this mortgage and the note secured hereby, Kenneth W. Mobley agrees to pay the outstanding mortgage to Merchants and Planters Bank according to the term and tenure thereof, i.e., monthly payments of \$1,202.54 until said note to the Merchants and Planters Bank is fully paid and satisfied and in addition thereto, shall pay to Franklin Lucas the additional sum of \$16,800.00 amortized at no interest for a term of 7 years. payable at 200.00 per month beginning February 15, 1992.

(KW)

To have and to hold the above granted property unto the 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 the 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 credit 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, 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 Mortgagee 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 such 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 21 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 in 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 encumbrances, 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 agrees 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.

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IN WITNESS WHEREOF, the undersigned Kenneth W. Mobley has hereunto set his signature and seal, this 24 day of February, 1991.

*Kenneth W. Mobley*

STATE OF ALABAMA  
CHILTON COUNTY

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Kenneth W. Mobley 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 seal this 24 day of February, 1991.

STATE OF ALA. SHELBY CO  
I CERTIFY THIS INSTRUMENT WAS FILED:  
91 MAR -6 PM 1:26

*Thomas P. ...*  
JUDGE OF PROBATE

*William C. ...*  
NOTARY PUBLIC  
ALABAMA STATE AT LARGE

1. Deed Tax	—	—
2. Mig. Tax	—	124.70
3. Recording Fee	—	5.00
4. Indexing Fee	—	5.00
5. No Tax Fee	—	—
6. Certified Fee	—	1.00
<b>Total</b>	—	<b>135.70</b>