

This form furnished by: **Cahaba Title, Inc.**

Riverchase Office
(205) 988-5600

Easton Office
(205) 833-1571

This instrument was prepared by:

(Name) L. Douglas Joseph
(Address) 320 Joseph Drive
Columbiana, Ala. 35051

Tax notice to: L. Douglas Joseph
320 Joseph Drive
Columbiana, Ala. 35051

MORTGAGE

STATE OF ALABAMA

Shelby COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Curtis B. Lynn - undivided 1/3 interest
(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 Twenty-three thousand nine hundred sixty-five dollars and seventy-nine cents Dollars
(\$ 23,965.79), evidenced by plus interest and costs of road, survey and lake expense unpaid,
promissory note of even date, bearing interest as shown and other
costs as shown.

(Justified tickets from Joseph Brothers and/or Curtis B. Lynn show amount due for
road, survey and lake.)

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,

Curtis B. Lynn

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:

E 1/2 of E 1/2 of NW 1/4 of NE 1/4, Section 23, Township 20 South, Range 1 West.

NE 1/4 of NE 1/4, Section 23, Township 20 South, Range 1 West.

See attached schedule A. All located in Shelby County, Alabama.

Described property recorded in Book 300, Page 13 in Probate Office.

This is not homestead of mortgagor.

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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 to 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, the 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, for 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 **Curtis B. Lynn and L. Douglas Joseph**

have hereunto set

their signature

and seal, this

31

day of

December

1991

Curtis Lynn
L Douglas Joseph

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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I, **STATE of Alabama**

Shelby

COUNTY }

Curtis B. Lynn and L. Douglas Joseph

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

hereby certify that

whose name s assigned 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this

31 day of

December, 1991

Notary Public

THE STATE of

COUNTY }

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

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

day of

19

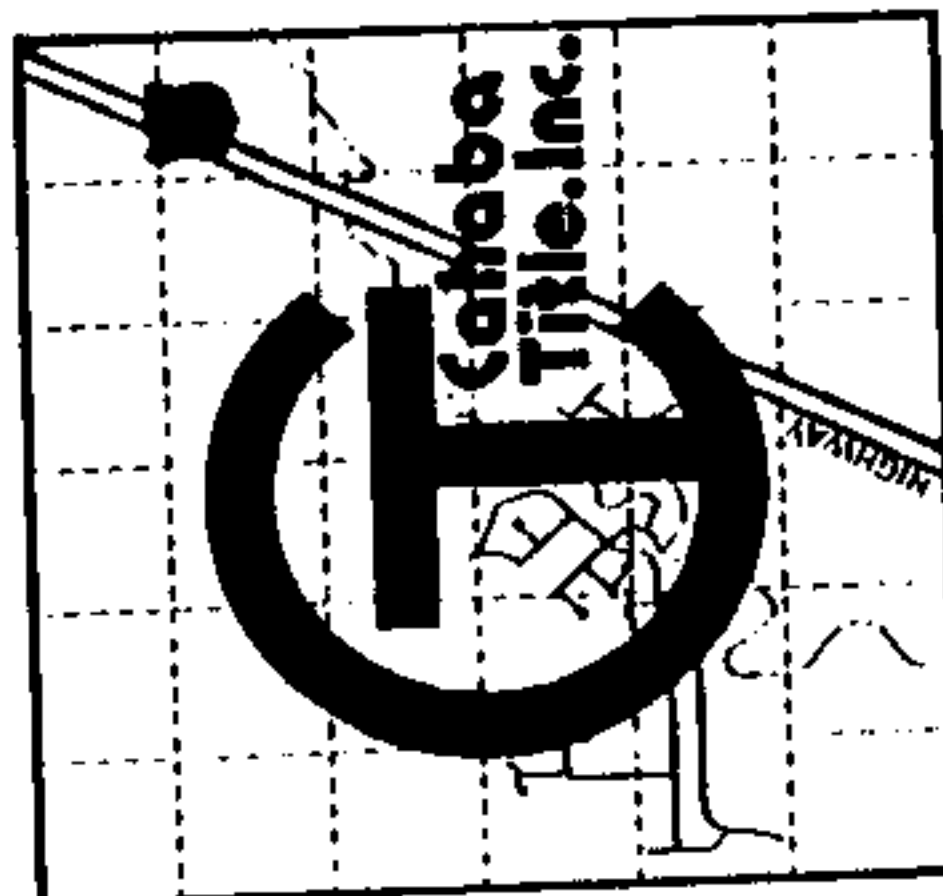
Notary Public

Return to:

TO

MORTGAGE

STATE OF ALABAMA
COUNTY OF



Recording Fee \$
Deed Tax \$

This form furnished by

Cahaba Title, Inc.

RIVERCHASE OFFICE
2068 Valleydale Road
Birmingham, Alabama 35244
Phone (205) 988-5600

EASTERN OFFICE
213 Gadsden Highway, Suite 227
Birmingham, Alabama 35235
(205) 833-1571

BOOK 380 PAGE 841

Schedule A

A 60 ft. ingress and all Public Utilities easement being 30 ft. either side of a centerline over and across a part of the N 1/2 of NE 1/4 of Section 23, Township 20 South, Range 1 West, Shelby County, Alabama, said centerline being more particularly described as follows: to find the point of beginning start at the NE corner of the NW 1/4 of the NE 1/4 and run South 89 degrees 14 minutes and 19 West and along the North boundary of said forty for a distance of 8.74 ft. to the point of beginning of the centerline described herein; thence run South 12 deg. 02 minutes and 09 seconds East and along said centerline for a distance of 21.87 feet to the P.C. of a curve having a delta angle of 12 degrees 57 minutes and 39 seconds right and a radius of 440.18 ft; thence run South 5 degrees 33 minutes and 19 seconds East and along said curve for an arc distance of 99.57 ft. (99.36 ft. chord) to the P.T. of said curve; thence run South 00 degrees 55 minutes and 31 seconds West and along said centerline for a distance of 159.63 ft. to the P.C. of a curve having a delta angle of 15 degrees 41 minutes and 47 seconds right, and a radius of 362.74 ft.; thence run South 8 degrees 46 min. and 24 seconds West and along said curve for an arc distance of 99.37 ft. (99.06 ft. chord) to the P.T. of said curve; thence run South 16 degrees 37 minutes and 18 seconds West and along said curve for a distance of 41.56 ft. to the P.C. of a curve having a delta angle of 14 degrees 52 minutes and 14 seconds left, and a radius of 383.13 ft.; thence run South 9 degrees 11 minutes and 11 seconds West and along said curve for an arc distance of 99.44 ft. (99.16 ft. chord) to the P.T. of said curve; thence run South 1 degree, 45 minutes and 04 seconds West and along said centerline for a distance of 204.01 ft. to the P.C. of a curve having a delta angle of 29 degrees 11 minutes and 02 seconds right, and a radius of 192.06 ft.; thence run South 16 degrees 20 minutes and 35 seconds West and along said curve for an arc distance of 97.83 ft. (96.77 ft. chord) to the P.T. of said curve; thence run South 30 degrees 56 minutes and 06 seconds West and along said centerline for a distance of 42.79 ft. to the point of ending of the centerline described herein, said point lying on the centerline of a gravel county road.

ALL OF A. A. SULLIVAN
I CERTIFY THIS
INSTRUMENT WAS FILED

92 JAN -2 PM 12: 27

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	36.00
3. Recording Fee	\$	7.50
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	47.50