

This instrument was prepared by

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(Address) Post Office Box 1610, Alabaster, Alabama 35007

Form 1-1-22 Rev. 1-26

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Teresa D. Wells, an unmarried woman

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

Samuel Burnett and Elizabeth Burnett,

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

of Nine Thousand and No/100s (\$9,000.00) Dollars
(\$ 9,000.00), evidenced by

Real Estate Mortgage Note of even date in the principal amount
\$9,000.00 with interest thereon at 10% per annum and payments
of \$198.99 per month for 57 months at which time paid in full.

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,

Teresa D. Wells, an unmarried woman

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:

From the SW corner of the NE1/4 of the NE1/4, Section 7, Township
21 South, Range 2 East, run West a distance of 41.21 feet; thence
right 79 degrees 39 minutes a distance of 656.23 feet to the point
of beginning; thence right 89 degrees 50 minutes a distance of
228.45 feet; thence left 88 degrees 15 minutes a distance of 93.24
feet; thence left 90 degrees 30 minutes a distance of 230.00 feet;
thence left along an arc of 65 feet radius a distance of 32.67
feet; thence continue a distance of 65.50 feet to a point of
beginning.

There is also conveyed to grantee, his heirs, successors, and
assigns, the right to use the present boat launching site of
grantor on Lay Lake for the purpose of launching boats for their
private use, together with the right to fish from the bank of Lay
Lake on property now owned by Grantor.

Subject to:

Right(s)-of-Way(s) granted to Alabama Power Company by
instrument(s) recorded in Deed Book 252 page 915 in Probate Office.
Any loss and/or claim which may result from the fact that a mobile
home rests on the subject property and that it is not presently
attached to the land or that it might at some later time be severed
from the land.

Rights of riparian owners in and to the use of Lay Lake as obtained
in Deed Book 287 page 853 and Real 90 pages 689 and 690.

Flood rights to Alabama Power Company as set out in Deed Book 249
page 868 and Deed Book 246 page 583.

Subject to easements, restrictions, and rights of way of record.
Subject to applicable zoning and subdivision regulations.

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 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 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 if 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 Teresa D. Wells, an unmarried woman

have hereunto set her signature - and seal, this 28th day of February, 1992

Teresa D Wells (SEAL)
(SEAL)
(SEAL)
(SEAL)

BOOK 392 PAGE 210

THE STATE of SHELBY COUNTY

I, Kaylan M. Dunlap, a Notary Public in and for said County, in said State, hereby certify that Teresa D. Wells, an unmarried woman

whose name 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 the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of February, 1992

Kaylan M Dunlap Notary Public.

THE STATE of COUNTY

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

NOTARY PUBLIC
CERTIFY THIS
DOCUMENT WAS FILED

92 MAR -3 AM 8:17

JUDGE OF PROBATE

MORTGAGE DEED

1. Deed Tax \$13.50
2. Mig. Tax \$5.00
3. Recording Fee \$3.00
4. Indexing Fee \$1.00
5. No Tax Fee \$1.00
6. Certified Fee \$1.00
Total \$22.50

Return to:

THIS FORM FROM

Loyers Title Insurance Corporation

Title Guaranty Division

TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama