

MORTGAGE

This instrument was prepared by ✓ Steven R. Sears, attorney, 655 Main Street, BX 4, Montevallo, AL 35115+0004, telephone 665-1211, without benefit of title evidence.

State of Alabama)
County of Shelby)

Know all men by these presents: That whereas, Herbert Lee Jarvis, Jr, (hereinafter called "Mortgagor,") is justly indebted to Horace E Lawley, Jr and wife Martha Amelia Lawley, (hereinafter called "Mortgagee," whether one or more), in the sum of thirty-nine thousand dollars (\$39000), evidenced by a Real Estate Mortgage Note delivered simultaneously herewith;

And Whereas, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof and of any future advances from mortgagee;

Now Therefore, in consideration of the premises, said Mortgagor, Herbert Lee Jarvis, Jr 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:

6494 Highway 10, Montevallo, AL 35115, more particularly described as: A parcel of land containing 0.705 acre, located in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, §3, Twp 22S, R4W, Shelby County, Alabama described as follows: Commence at the NW corner of said $\frac{1}{4}$ §; thence run S 89°39'37"E along the N boundary 130 feet; thence S 0°15'23"W 413.21 feet; thence run S 57°05'04"E 210 feet; thence run N 75°51'49"E 53.02 feet to the point of beginning; thence run S 40°53'53"E 206.78 feet; thence run S 37°44'30"W 166.09 feet to the intersection of the NE right of way of Shelby County Highway No. 22; thence run N 57°30'32"W along said right of way 3.44 feet to a concrete right of way monument; thence run N 53°06'27"E along said right of way 104.7 feet; thence run N 02°24'36"E 114.29 feet thence run N 23°51'46"E 118.92 feet to the point of beginning.

According to a survey prepared by Roger Moore, a Professional land surveyor, Reg. #13185, on the 10th day of May 1992.

Said property is warranted free from all encumbrances and 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, the first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning, tornado and all hazards 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 promptly to deliver said policies, or any renewal of said policies, along with evidence that the premiums have been paid, to said Mortgagee; and if undersigned fails to keep said property insured as above specified, or fails to deliver said insurance policies or renewals thereof to said Mortgagee, then this mortgage is in default. In addition to other remedies at law or in equity, 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. Mortgagor may not assign his or her interest in the property, mine it, drill on it, cut timber on it, or do anything to lower its value without the prior written consent of the mortgagee.

Upon condition, however, that if the said Mortgagor pays said indebtedness and future advances, if any, 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

In witness whereof the undersigned has hereunto set his signature and seal, this 29 May 1992.

Herbert Lee Jarvis, Jr. (seal)

State of Alabama)
County of Shelby)

I, a notary public in and for the State of Alabama at Large, hereby certify that Herbert Lee Jarvis, Jr, whose name is signed to the foregoing conveyance, and who is (made) 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.

executed the same volun

Steven Sears
Notary Public

Inst # 1992-10045

06/03/1992-10045
11:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MJS 67.50