



JEFFERSON TITLE CORPORATION

This instrument was prepared by P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

(Name) HOLLIMAN, SHOCKLEY & KELLY ATTORNEYS
3821 Lorna Road, Suite 110
(Address) Birmingham, Alabama 35244

MORTGAGE—

STATE OF ALABAMA

SHELBY

COUNTY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JAMES D. HOLT and wife, REGINA S. HOLT

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to LOYD L. ANDERSON

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

of FOURTEEN THOUSAND AND NO/100 ----- Dollars
(\$ 14,000.00), evidenced by our one promissory note of even date herewith, payable according to the terms and conditions as set forth in said note, with a final payment to be due and payable on the 30th day of March, 2003, if not sooner paid.

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, JAMES D. HOLT and wife,
REGINA S. HOLT

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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AS IF SET FORTH IN FULL HEREIN FOR THE COMPLETE LEGAL DESCRIPTION OF THE PROPERTY BEING CONVEYED BY THIS INSTRUMENT.

The proceeds of this mortgage loan have been applied toward the purchase price of the property described herein, conveyed to the mortgagors simultaneously herewith.

Inst # 1993-12680

05/05/1993-12680
11:57 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD

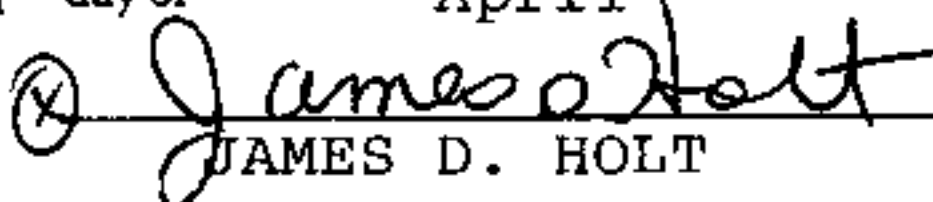
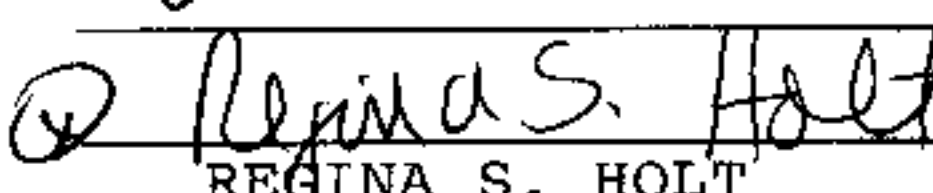
Said property is warranted free from all incumbrances and against any and all claims, except as stated above.

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 JAMES D. HOLT and wife, REGINA S. HOLT

have hereunto set our signature s and seal, this 30th day of April, 19 93.

 (SEAL)
JAMES D. HOLT
 (SEAL)
REGINA S. HOLT
(SEAL)

THE STATE of ALABAMA
JEFFERSON COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State,
hereby certify that JAMES D. HOLT and wife, JAMES D. HOLT and wife, REGINA S. HOLT

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 official seal this 30th day of April, 19 93.
My Commission Expires: 8-27-94 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 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

Return to:

JAMES A. HOLLIMAN, Attorney
Commerce Park
na Road, Suite 110
BIRMINGHAM, AL 35244

TO

MORTGAGE DEED

Recording Fee \$
Deed Tax \$

This form furnished by



JEFFERSON TITLE CORPORATION

P.O. Box 10461 • Birmingham, AL 35201 • (205) 328-8020

EXHIBIT "A"

Commence at the Southwest Corner of the Southeast Quarter of the Northwest Quarter of Section 20, Township 22 South, Range 2 West; run thence South 02 degrees 24 minutes 30 seconds West for 337.87 feet; run thence South 86 degrees 16 minutes 15 seconds East for 513.72 feet to the Point of Beginning; run thence South 87 degrees 56 minutes 43 seconds East for 666.99 feet; run thence South 23 degrees 08 minutes 03 seconds East for 289.00 feet; run thence North 72 degrees 53 minutes 51 seconds East for 265.00 feet to the southern right-of-way of County Road Number 63, run thence South 39 degrees 37 minutes 35 seconds East along said right-of-way for 8.78 feet; run thence South 39 degrees 33 minutes 24 seconds East along said right-of-way for 256.45 feet; run thence North 87 degrees 27 minutes 11 seconds West for 1746.14 feet; run thence North 04 degrees 31 minutes 48 seconds East for 40.14 feet; run thence South 84 degrees 26 minutes 36 seconds East for 252.70 feet; run thence North 89 degrees 13 minutes 10 seconds East for 215.43 feet; run thence South 88 degrees 36 minutes 29 seconds East for 107.81 feet; run thence North 06 degrees 19 minutes 19 seconds West for 324.74 feet to the Point of Beginning. Said land containing 7.77 acres and being in Section 20, Township 22 South, Range 2 West, Shelby County, Alabama.

CENTERLINE DESCRIPTION OF 20' INGRESS-EGRESS EASEMENT

Beginning at the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 20, Township 22 South, Range 2 West; run thence South 02 degrees 24 minutes 30 seconds West for 435.43 feet; run thence North 86 degrees 56 minutes 32 seconds West for 3.61 feet; run thence South 04 degrees 31 minutes 48 seconds West for 235.48 feet; run thence South 84 degrees 26 minutes 36 seconds East for 252.70 feet; run thence North 89 degrees 13 minutes 10 seconds East for 61.15 feet to the Point of Beginning; run thence South 02 degrees 16 minutes 18 seconds West for 17.59 feet; run thence South 87 degrees 34 minutes 24 seconds East for 932.33 feet; run thence in an easterly direction along a curve to the left having a radius of 272.64 feet for an arc length of 127.62 feet; run thence North 65 degrees 43 minutes 14 seconds East for 256 feet, more or less, to the right-of-way of County Road Number 63.

Inst # 1993-12680

05/05/1993-12680
11:57 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 32.50