

This instrument was prepared by

(Name) J. Perry Morgan, Attorney at Law

(Address) 3432 Independence Drive, Birmingham, Alabama 35209

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Jane Anne Pfeiffer Ford, Christina Pax Pfeiffer Killcreas, Ralph Burton Pfeiffer, Jr. and Karl Ian Pfeiffer (hereinafter called "Mortgagors", whether one or more) are justly indebted, to Arlene M. Pfeiffer

of (hereinafter called "Mortgagee", whether one or more), in the sum of \$ 79,600⁰⁰ SEVENTY NINE THOUSAND, SIX HUNDRED Dollars, evidenced by one (1) promisory note executed simultaneously herewith

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, Jane Anne Pfeiffer Ford, Christina Pax Pfeiffer Killcreas, Ralph Burton Pfeiffer, Jr. and Karl Ian Pfeiffer

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 ATTACHED LEGAL DESCRIPTION

Inst # 1993-41711

12/29/1993-41711
03:14 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NEL 134.90

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 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 Jane Anne Pfeiffer Ford, Christina Pax Pfeiffer Killcreas, Ralph Burton Pfeiffer and Karl Ian Pfeiffer have hereunto set our signature s and seal, this 27th day of DECEMBER 1993

Jane Anne Pfeiffer Ford

Christina Pax Pfeiffer Killcreas

Ralph Burton Pfeiffer, Jr.

Karl Ian Pfeiffer

THE STATE of Alabama }
Mobile COUNTY }

I, Belinda H. Shank, a Notary Public in and for said County, in said State, hereby certify that Jane Anne Pfeiffer Ford & Christina Pax Pfeiffer Killcreas

whose name s 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 28th day of December, 1993
Notary Public, State of Alabama at large Belinda H. Shank Notary Public.

THE STATE of Alabama }
Shelby COUNTY }

I, Jon Ellen Nix, a Notary Public in and for said County, in said State, hereby certify that Karl Ian Pfeiffer

whose name s 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 on the behalf of said corporation on the day the same bears date.

Given under my hand and official seal, this the 27th day of December, 1993

Jon Ellen Nix, Notary Public
MY COMMISSION EXPIRES
NOVEMBER 15, 1996

THE STATE OF ALABAMA
Mobile County

I, Virginia Waters, a Notary Public in and for said County, in said State, hereby certify that Ralph B. Pfeiffer, Jr. 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 such conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28th day of December, 1993

My commission expires: 4-1-97

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203
This form furnished by

Return to:
J. Perry Morgan
Attorney at Law
3432 Independence Drive
B'ham., Alabama 35209
Jane Anne Pfeiffer Ford, Christina Pax Pfeiffer Killcreas, Ralph Burton Pfeiffer and Karl Ian Pfeiffer
TO
Arlene M. Pfeiffer

MORTGAGE DEED

ARLENE M. PFEIFFER TO JANE ANNE PFEIFFER FORD, CHRISTINA PAX PFEIFFER KILLCREAS, RALPH BURTON PFEIFFER, JR. AND KARL IAN PFEIFFER.

LEGAL DESCRIPTION

PARCEL I. Commence at the Northeast Corner of the Southwest one-quarter of the Southwest one-quarter of Section 10, Township 21 South, Range 2 West; Thence run West along the North Line of said quarter-quarter Section for a distance of 210.00 feet to the point of beginning of the herein described parcel; from the point of beginning thus obtained, thence turn an interior angle to the right of 87 degrees 26 minutes and 33 seconds and run South parallel with the East line of said quarter-quarter Section for a distance of 420.00 feet; Thence turn an interior angle to the right of 92 degrees 33 minutes 27 seconds and run East parallel with the North line of said quarter-quarter Section for a distance of 210.00 feet; thence turn an interior angle to the left of 92 degrees 33 minutes 27 seconds and run South along the East line of said quarter-quarter section for a distance of 916.03 feet to the Southeast corner of said quarter-quarter section; thence turn an interior angle to the left of 87 degrees 07 minutes 03 seconds and run West along the south line of said quarter-quarter Section for a distance of 1327.30 feet to the Southwest corner of the Southwest one-quarter of the Southwest one-quarter of said Section; Thence turn an interior angle to the left of 92 degrees 48 minutes 48 seconds and run North along the West line of said quarter-quarter Section for a distance of 664.21 feet; thence turn an interior angle to the left of 87 degrees 20 minutes 56 seconds and run in an Easterly direction for a distance of 663.16 feet; thence turn an interior angle to the right of 87 degrees 18 minutes and 51 seconds and run in a Northerly direction for a distance of 666.11 feet; thence turn an interior angle to the left of 87 degrees 28 minutes 37 seconds and run East along the North Line of the Northeast corner of the Southwest quarter of the Southwest quarter for a distance of 452.67 feet to the point of beginning. Said parcel contains 28.38 acres.

PARCEL II. Begin at the Southeast corner of the southeast one-quarter of the Southeast one-quarter of Section 9, Township 21 South, Range 2 West; thence run west along the South line of said quarter-quarter Section for a distance of 200.00 feet; thence turn an interior angle to the left of 90 degrees 0 minutes and 0 seconds and run in a Northerly direction for a distance of 363.00 feet; thence turn an interior angle to the right of 90 degrees 0 minutes and 0 seconds and run in a Westerly direction for a distance of 360.00 feet; thence turn an interior angle to the right of 90 degrees 0 minutes 0 seconds and run in a Southerly direction for a distance of 363.00 feet; thence turn an interior angle to the left of 90 degrees 0 minutes and 0 seconds and run in a Westerly direction along the South line of said quarter-quarter Section for a distance of 779.83 feet to the Southwest Corner of the Southeast one-quarter of the Southeast one-quarter of said Section; thence turn an interior angle to the left of 92 degrees 31 minutes and 51 seconds and run north along the west line of said quarter-quarter section for a distance of 1332.73 feet to the Northwest Corner of said quarter-quarter Section; thence turn an interior angle to the left of 87 degrees 34 minutes and 37 seconds and run East along the North line of said quarter-quarter section for a distance of 198.18 feet; thence turn an interior angle to the left of 92 degrees 25 minutes and 23 seconds and run South, parallel with the West line of said quarter-quarter section for a distance of 666.03 feet; thence turn an interior angle to the right of 92 degrees 19 minutes 37 seconds and run in an easterly direction for a distance of 1139.56 feet; thence turn interior angle to the left of 92 degrees 30 minutes and 55 seconds and run South along the East line of Section 9 for a distance of 664.21 feet to the point of beginning. Said parcel contains 20.26 acres.

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