

Inst # 1994-24582

08/05/1994-24582  
02:40 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 82.00

**MORTGAGE**

STATE OF ALABAMA            )  
                                  :       **KNOW ALL MEN BY THESE PRESENTS: That Whereas,**  
COUNTY OF SHELBY         )

**EDDIE VICKERY and FAY VICKERY**, his wife (hereinafter called "Mortgagors", whether one or more) are justly indebted, to **CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole (hereinafter called "Mortgagee", whether one or more), in the sum of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) evidenced by a Real Estate Mortgage Note.

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,

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 BY REFERENCE MADE A PART  
HEREOF.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants,  
and all taxes and assessments of record or enforceable in law or equity.

Subject to a reservation of all minerals, coal, carbons, hydrocarbons, oil, gas, chemical  
elements and compounds, whether in solid, liquid or gaseous form, and all steam and other  
forms of thermal energy on, in or under the above-described land provided that owner of  
such rights does not reserve the right to use the subject property or extract minerals or  
other substances from the subject property above a depth of 500 feet, nor does said owner  
reserve the right to use the surface of the subject property in connection with the rights  
reserved herein.

**THIS IS A PURCHASE MONEY MORTGAGE.**

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

W. E. H. F.

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 EDDIE VICKERY and FAY VICKERY have hereunto set their signatures and seal, this 5th day of August, 1994. *E.V.*

*Eddie Vickery*  
EDDIE VICKERY

*Fay Vickery*  
FAY VICKERY

THE STATE of ALABAMA )  
: )  
SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that EDDIE VICKERY 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 he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of August, 1994. P.L.

*Peggy J. Letson*  
NOTARY PUBLIC

Residing at: Columbiana, Alabama 35051

My commission expires: 9/27/95

THE STATE of ALABAMA )  
: )  
SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that FAY VICKERY 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 5th day of August, 1994. P.L.

*Peggy J. Letson*  
NOTARY PUBLIC

Residing at: Columbiana, Alabama 35051

My commission expires: 9/27/95

## EXHIBIT "A"

### PARCEL I:

Begin at the SW corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 1, Township 21 South, Range 1 East; thence run North along the West line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 331.84 feet to the South right-of-way line of the Southern Railroad; thence turn an angle of 70 deg. 08 min. to the right and run along said right-of-way line a distance of 1414.14 feet to the East line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section; thence turn an angle of 109 deg. 52 min. to the right and run South along the East line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 754.11 feet to the North right-of-way line of Shelby County Highway No. 61; thence turn an angle of 48 deg. 29 min. 24 sec. to the right and run along said right-of-way line a distance of 86.13 feet to the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section; thence turn an angle of 41 deg. 33 min. 36 sec. to the right and run West along the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 1265.58 feet to the point of beginning. Situated in the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 1, Township 21 South, Range 1 East, Shelby County, Alabama, and containing 17.41 acres.

### PARCEL II:

Commence at the Southwest corner of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 1, Township 21 South, Range 1 East; thence run North along the West line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 58.30 feet to the North right-of-way line of Shelby County Highway No. 61, and the point of beginning; thence continue North along the West line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 754.11 feet to the South right-of-way line of the Southern Railroad; thence turn an angle of 69 deg. 01 min. to the right and run along said right-of-way line a distance of 360.00 feet; thence turn an angle of 106 deg. 06 min. 33 sec. to the right and run a distance of 607.35 feet, to the North right-of-way line of Shelby County Highway No. 61; thence turn an angle of 58 deg. 46 min. 41 sec. to the right and run along said right-of-way line a distance of 310.47 feet; thence turn an angle of 89 deg. 43 min. to the right and run along said right-of-way line a distance of 10.00 feet; thence turn an angle of 92 deg. 00 min. to the left and run along said right-of-way line a distance of 164.75 feet to the point of beginning. Situated in the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 1, Township 21 South, Range 1 East, Shelby County, Alabama, and containing 5.74 acres.

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