

This instrument was prepared by

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Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Brenda K. Maxwell and husband Mark E. Maxwell  
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Margaret K. Atchison and husband Joseph Atchison

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Seventy thousand and no/100----- Dollars  
(\$ 70,000.00 ), evidenced by a real estate mortgage note of even date.

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, Brenda K. Maxwell and husband Mark E. Maxwell

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 EXHIBIT "A" FOR LEGAL DESCRIPTION

Inst # 1994-25782

08/18/1994-25782  
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SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 118.50

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

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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 Brenda K. Maxwell and Mark E. Maxwell

have hereunto set their signature S and seal, this

day of August

, 19 94

*Brenda K. Maxwell* (SEAL)  
Brenda K. Maxwell  
*Mark E. Maxwell* (SEAL)  
Mark E. Maxwell (SEAL)

THE STATE of ALABAMA  
SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State,  
hereby certify that Brenda K. Maxwell and Mark E. Maxwell

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

15th day of August

, 19 94

*John P. Hedden*  
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

Return to:

TO

MORTGAGE DEED

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guarantee Division  
TITLE INSURANCE - ABSTRACTS  
Birmingham, Alabama

EXHIBIT "A"

PARCEL I

From the Southwest corner of the SW 1/4 of the NW 1/4 of Section 32, Township 21 South, Range 1 West, the point of beginning of the herein described tract, run Northerly along the West line of said quarter-quarter 353.02 feet to a 5/8 inch iron pin, on said quarter line and on the East right of way line of Southern Railway; thence Northeasterly along said right of way line along an arc of a curve to the right having a central angle of 2 degrees 54 minutes 26 seconds, radius of 4,471.86 feet for a curve distance of 277.62 feet to a 5/8 inch iron pin, on the East right of way line of Southern Railway; thence Easterly along the South line of Ruth Glass property on the North deflecting from the tangent 64 degrees 7 minutes 45 seconds right 1,153.53 feet to a 5/8 inch pin, a corner of Ruth Glass property to the North and Law Kite property on the East; thence Southerly along the line of Law Kite property on the East deflecting 91 degrees 26 minutes 59 seconds right 241.4 feet to a 5/8 inch iron pin; thence Easterly along the line of Law Kite property on the North deflecting 91 degrees 55 minutes 47 seconds left 403.71 feet to a 5/8 inch iron pin, on the West right of way line of a public road; thence continuing Southeasterly deflecting 23 degrees 42 minutes 30 seconds right 20.0 feet to a 5/8 inch iron pin on the East right of way line of a public road; thence Northeasterly along said right of way line deflecting 90 degrees 0 minutes 0 seconds left 268.0 feet to a 5/8 inch iron pin on the West right of way line of County Road Number 97, the point of curve; thence Southeasterly along said right of way line along an arc of a curve to the left having a central angle of 9 degrees 22 minutes 52 seconds, radius of 280.7 feet for a curve distance of 45.96 feet to a 5/8 inch iron pin, the point of curve to the right, thence continuing Southeasterly along said right of way line along an arc of a curve to the right having a central angle of 34 degrees 0 minutes 32 seconds radius of 174.30 feet for a curve distance of 103.46 feet to a 5/8 inch iron pin; thence continuing Southeasterly along the West right of way line of a County Road Number 97, 747.84 feet to a 5/8 inch iron pin on said right of way line, and on the South line of the SE 1/4 of the NW 1/4 of Section 32, Township 21 South, Range 1 West; thence Westerly along the line of D.L. Hughes and Reddie Davis property on the South deflecting 134 degrees 47 minutes 30 seconds right 2,463.41 feet to a 2 1/2 inch capped pipe, the point of beginning, according to survey of Reese E. Mallette, Dated September 1973.

PARCEL II

A parcel of land in the SW 1/4 of NW 1/4 and the SE 1/4 of NW 1/4 of Section 32, Township 21 South, Range 1 West, more particularly described as follows: Commence at the SW corner of the SW 1/4 of NW 1/4 of said Section 32 and run Northerly along the West line of said 1/4-1/4 Section 353.02 feet to the Easterly right of way line of Southern Railway; thence Northeasterly along said right of way line a distance of 277.62 feet; thence Easterly along the South line of Ruth Glass property on the North deflecting from the tangent 64 degrees 7 minutes 45 seconds to the right a distance of 1153.53 feet; thence turn an angle to the right of 91 degrees 26 minutes 59 seconds and run 241.4 feet to the point of beginning of parcel of land herein described; thence turn an angle of 91 degrees 55 minutes 47 seconds to the left and run 403.71 feet to the West right of way line of a public road; thence continue Southeasterly on a deflection angle of 23 degrees 42 minutes 30 seconds right and run 20.0 feet to the East right of way line of a public road; thence turn an angle of 90 degrees 0 minutes to the left and run Northeasterly along the East right of way line of said road a distance of 268 feet to the West right of way line of County Highway #97, being on a curve; thence turn an angle of 90 degrees 56 minutes 18 seconds to left to tangent of said curve and run in a Northwesterly direction a distance of 116.06 feet; thence continue in a Northwesterly direction along said right of way 299.45 feet; thence turn an angle to the right and run North and Northwesterly along said right of way for 286.52 feet to a point; thence continue along said right of way in a Northerly direction a distance of 214.98 feet; thence turn an angle to the left of 91 degrees 52 minutes 14 seconds and run in a Westerly direction 71.61 feet to an iron pin; thence turn an angle to the left of 90 degrees and run Southerly for 980.40 feet to the point of beginning. Less and except that property sold to Ruth Glass in Deed Book 337, Page 147, and property sold to Auburn Law Kite in Deed Book 337, Page 146.

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