

This instrument was prepared by

**Harrison, Conwill, Harrison & Justice**

P. O. Box 557  
Columbiana, Alabama 35051

**MORTGAGE—**

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Shayne Harris, a married man,

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Ronnie Lee and/or Betty Lee

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

of Nine Thousand and no/100----- Dollars  
(\$9,000.00 plus interest)

evidenced by promissory note executed simultaneously this date  
commencing on November 5, 1994, and being payable on the 5th day of each  
month thereafter until paid in full for a period of five (5) years.



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,

Shayne Harris, a married man,

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:

Property being described on Exhibit "A" attached hereto and made part and parcel hereof and incorporated by reference as fully as if set out herein, which said exhibit is signed for the purpose of identification.

The proceeds of this loan have been applied to the purchase price of the property described and conveyed to mortgagors simultaneously herewith.

Property described on Exhibit "A" constitutes no portion of the homestead of Shayne Harris, nor that of his spouse.

Inst # 1994-32089

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02:30 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 27.00

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

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 in subject to foreclosure as now provided by law in case of past due mortgages, and 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.

have hereunto set his signature and seal, this 20th day of October, 1994

Shayne Harris (SEAL)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Shayne Harris, a married man

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 20th day of October, 1994.

Proy Marvin Johnson III Notary Public.

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 \_\_\_\_\_ 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:**

10

# MORTGAGE DEED

Recording Fee \$  
Deed Tax \$

**This form furnished by**

**HARRISON, CONWILL, HARRISON  
& JUSTICE**

**P. O. Box 557**

Columbiana, Alabama 35051

EXHIBIT "A"

Commence at the NE corner of the NW 1/4 of NE 1/4 of SW 1/4, Section 23, Township 18 South, Range 2 East, and run thence Westerly along the said South line of the SE 1/4 of the NW 1/4 and the South line of the SW 1/4 of the NW 1/4 a distance of 1,575.02 feet to a point on the top of the ridge of 'hog' Mountain; thence turn an angle of 119 deg. 40 min. 10 sec. right and run along said ridge a distance of 198.73 feet to a point; thence turn an angle of 12 deg. 53 min. 00 sec. right and continue along ridge a distance of 221.72 feet to the point of beginning of the property being described; thence continue along last described course a distance of 178.30 feet to a point; thence turn an angle of 17 deg. 46 min. to the right and run a distance of 118.59 feet to a point; thence turn an angle of 9 deg. 28 min. right and run a distance of 101.61 feet; thence turn an angle of 4 deg. 49 min. right and run a distance of 101.41 feet to a point; thence turn an angle of 5 deg. 34 min. left and run 390.24 feet to a point; thence turn an angle to the left of 18 deg. 57 min. and run 134.96 feet to a point on the West right-of-way line of Shelby County Highway No. 57; thence run South along said West right-of-way line of Highway No. 57 a distance of 95.99 feet to a point; thence turn an angle right of 104 deg. 14 min. 22 sec. and run 204.04 feet to a point; thence turn an angle left of 90 deg. and run 210 feet to a point; thence turn an angle left of 90 deg. and run 210 feet to a point on the West right-of-way line of said Highway No. 57; thence South along the said west right-of-way line of said Highway 189 feet to a point; thence turn an angle to the right of 99 deg. 19 min. 52 sec. and run West 979.19 feet to the point of beginning; being situated in Shelby County, Alabama.

SIGNED FOR IDENTIFICATION:

Shayne Harris  
Shayne Harris

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