

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,

Stan Elliott and wife, Sherry Elliott

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

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

of Twelve Thousand and no/100----- Dollars  
(\$ 12,000.00 ), evidenced by one promissory note of this date in the amount of  
\$12,000.00, and payable as set out in said 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, Stan Elliott and wife,  
Sherry Elliott

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:

DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO

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

Form ALA-35

Conwill & Justice

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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 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.

IN WITNESS WHEREOF the undersigned Stan Elliott and wife, Sherry Elliott

have hereunto set OUR signature S and seal, this 9th day of

June, 1993.  
Stan Elliott (SEAL)  
Sherry Elliott (SEAL)  
(SEAL)  
(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 Stan Elliott and wife, Sherry Elliott

whose name S/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 9th day of June, 1993. Eva D. Mooney 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, 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

Recording Fee \$  
Deed Tax \$

This form furnished by  
HARRISON, CONWILL, HARRISON  
& JUSTICE  
P. O. Box 557  
Columbiana, Alabama 35051

EXHIBIT "A"

Begin at the Northwest corner of SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 28, Township 19 South, Range 2 East, and run South along the West line of said forty acres, 163 feet to the point of beginning; thence continue along said line, 180 feet to the Northwest corner of Donahoo residence lot; thence South 72 deg. 52 min. East, along the North line of said Donahoo residence lot, 210 feet; thence South 75 deg. 37 min. East along the North line of F. Jackson lot 96.5 feet; thence South 14 deg. 54 min. East along the East line of said F. Jackson lot 101 feet; thence North 75 deg. .06 min. East and along the Northerly line of J. W. Donahoo store lot 223 feet to the Westerly line of Alabama Highway No. 25, said point being the Southmost corner of W. E. Stone lot; thence run along said W. E. Stone lot North 55 deg. 47 min. West 245 feet to the Westmost corner of said W. E. Stone lot; thence along the Westerly side of said W. E. Stone lot North 34 deg. 13 min. East 180 feet to the Northmost corner of said W. E. Stone lot; thence North 87 deg. 45 min. West, 429 feet to the point of beginning.

ALSO, a part of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 28, Township 19, Range 2 East described as follows: Beginning where the North line of the right-of-way of the Florida Short Route Highway intersects the West line of said forty acres, and run thence North along the West line of said forty acres 210 feet; thence Easterly and parallel with the North line of the right-of-way of said highway 210 feet; thence South and parallel with the West line of said forty acres 210 feet to the North line of the right-of-way of said highway; thence Westerly along the North line of said right-of-way 210 feet to the point of beginning, and containing one acre, more or less.

ALSO, commence at the center of the North line of Section 33, Township 19, Range 2 East which is the Northwest corner of the NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Section; thence turn an angle of 27 deg. 50 min. to the right and run in a Southeasterly direction 184.86 feet to the Northwest corner of school property; thence an angle of 66 deg. 35 min. to the right run in a Southerly direction 210 feet to the Southwest corner of school property; thence an angle of 90 deg. to the left and run in an Easterly direction 420 feet to the Southeast corner of school property; thence an angle of 36 deg. 37 min. to the right and run in a Southeasterly direction 218.3 feet along old fence line; thence an angle of 39 deg. 23 min. to the left and continue along old fence line 1251 feet (approximately) to the West line of the Florida Short Route Highway; (said fence being on or near the line and being the North boundary of the F. Jackson property); thence an angle of 37 deg. 31 min. to the right, along the West line of said highway 50 feet in a Southeasterly direction to the point of beginning; thence continue along said line of said highway 300 feet; thence an angle of 90 deg. to the right and go in a Southwesterly direction 250 feet; thence an angle of 90 deg. to the right and in a Northwesterly direction 300 feet; thence an angle of 90 deg. to the right and run in a Northeasterly direction 250 feet to the point of beginning; being situated in the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 33, Township 19, Range 2 East.

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