

This instrument was prepared by

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MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Brian J. Roberson, a married man

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

KAREN MCKINSTRY

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

of TWELVE THOUSAND AND NO/100THS-----

Dollars

(\$ 12,000.00), evidenced by A PROMISORY NOTE OF EVEN DATE.

Inst # 1995-05177

02/28/1995-05177
09:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 31.50

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,

BRIAN J. ROBERSON

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 LEGAL DESCRIPTION ATTACHED AT EXHIBIT "A".

THIS PROPERTY IS NOT HOMESTEAD PROPERTY OF THE MORTGAGOR AS DEFINED BY THE CODE OF ALABAMA.

Mortgagors agree to provide Mortgagee with an insurance policy naming Mortgagee as Loss Payee on or before the February 17, 1995 of each year. Said insurance policy shall be paid a year in advance. Failure to comply with either or both of the above, shall constitute a default under the terms of this mortgage. Mortgagors also agree to provide Mortgagee with a copy of a paid receipt of the property taxes every year prior to December 15.

This mortgage obligation cannot be assumed without the prior approval by the mortgage holder. Said approval must be obtained in writing prior to the assumption of this mortgage. If the property which is the subject of this mortgage and note executed simultaneously herewith is transferred without the mortgage holder's prior approval as specified above, the mortgagee has the option to declare the entire balance of the indebtedness due and payable. THE MORTGAGEE MAY CHOOSE NOT TO ALLOW THIS LOAN TO BE ASSUMED.

The proceeds of this loan have been applied on the purchase of the herein described property.

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 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.

.....(SEAL)

Notary Public.

Given under my hand and official seal, this the _____ day of _____, 19____

..... Notary Public

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EXHIBIT "A"

A parcel of land in the South 1/2 of the SW 1/4 of Section 7, Township 20 South, Range 2 West, Shelby County, Alabama described as follows:
Commence at the Southeast corner of Section 7, Township 20 South, Range 2 West, Shelby County, Alabama, and run thence westerly along the south line of said Section 7 a distance of 1,117.85 feet to the point of beginning of the property being described; thence continue along last described course a distance of 365.86 feet to a point on the easterly right of way line of Interstate Highway No. 65; thence turn 120 deg. 19 min. 06 sec. to the right and run Northeasternly along said right of way line of said highway a distance of 469.97 feet to a point; thence turn 59 deg. 22 min. 07 sec. to the right and run easterly a distance of 547.57 feet to a point; thence turn 90 deg. 28 min. 17 sec. to the right and run southerly a distance of 45.23 feet to a point; thence turn 89 deg. 57 min. 44 sec. to the right and run westerly a distance of 418.69 feet to a point; thence turn 90 deg. 03 min. 15 sec. to the left and run southerly a distance of 364.33 feet to the point of beginning.

A thirty foot wide easement for ingress and egress, being 15 feet on each side of the following described centerline:
Commence at the Southeast corner of the SE 1/4 of the SW 1/4 of Section 7, Township 20 South, Range 2 West, Shelby County, Alabama and run thence Westerly along the South line of said 1/4 1/4 699.42 feet to a point; thence turn 90 deg. 00 min. 00 sec. right and run northerly 379.71 feet to a point on the easternmost property line of just described property and the point of beginning on the centerline of easement being described; thence turn 99 deg. 19 min. 34 sec. to the right and run east-southeasterly a distance of 333.12 feet to a point in the centerline of an existing gravel driveway; thence turn 27 deg. 10 min. 57 sec. to the right and run southeasterly a distance of 136.88 feet to a point in the same said centerline of same said driveway; thence turn 4 deg. 50 min. 04 sec. left and run southeasterly a distance of 200.51 feet to a point on the northwesterly margin of Shelby County Highway No. 35 and the end of easement.

All being situated in Shelby County, Alabama.

THIS SPECIFIC EASEMENT IS TO LOCATE AND TO ENTIRELY REPLACE A PREVIOUSLY REFERENCED NONE-SPECIFIC EASEMENT.

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