



JEFFERSON TITLE CORPORATION

This instrument was prepared by P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

(Name) Martin, Drummond, Woosley & Palmer, P.C.
2204 Lakeshore Drive, Suite 130
(Address) Birmingham, Alabama 35209

MORTGAGE—

STATE OF ALABAMA

Jefferson

COUNTY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Ken D. Painter and wife Valarie S. Painter

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
William Henry Boykin, III.

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

of Twenty Thousand Dollars and no/100***** Dollars
(\$ 20,000.00), evidenced by note executed simultaneously.

Inst # 1995-05453

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SHELBY COUNTY JUDGE OF PROBATE
003 NCD 43.50

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,

Ken D. Painter and wife, Valarie S. Painter

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:

FOR LEGAL DESCRIPTION SEE ATTACHED SHEET MARKED EXHIBIT "A"

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 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

have hereunto set our signature s and seal, this 15th day of February, 19 95

Ken D. Painter (SEAL)
Ken D. Painter

Valarie S. Painter (SEAL)
Valarie S. Painter

(SEAL)

THE STATE of Alabama }
Jefferson COUNTY }

I, _____, a Notary Public in and for said County, in said State,

hereby certify that Ken D. Painter and wife, Valarie S. Painter

whose name 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 February, 19 95

Julius E. Pearson Notary Public.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
COMMISSION EXPIRES DECEMBER 31, 1997.

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 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



JEFFERSON TITLE CORPORATION
P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

EXHIBIT "A"

Parcel I

A parcel of land in the NE 1/4 of the SE 1/4 of Section 6, Township 22 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Southeast corner of Section 6, Township 22 South, Range 3 West and run west along the south line of said section a distance of 661.0 feet to a point; thence north and parallel with the section line a distance of 1949.84 feet (1940.29 feet deed) to the point of beginning; thence continue same course a distance of 700.00 feet to an old rock corner painted white as referred to in Deed Book 308 page 940 dated November 1977; thence run easterly along the north line of said Parcel II a distance of 235.0 feet more or less to the center of McHenry Creek; thence southeasterly along the meanders of said creek a distance of 700 feet more or less to the northeast corner of Calahan property; thence an azimuth of 252.26 feet Southwesterly along the northerly line of Calahan property a distance of 779.0 feet more or less to the point of beginning.

Parcel II

Description of the center line of a 15 foot wide easement of Ingress

and Egress across Boggs, Booth and Callahan property; Commence at the center of a bridge over McHenry Creek and on the center of a public road called Scott Road; thence an azimuth of 247 deg. 56 min. Southwesterly along said public road 397.75 feet to the intersection with the center of said Old Field Road; thence an azimuth of 302 deg. 03 min. Northwesterly along center of said road 189.4 feet; thence an azimuth of 306 deg. 18 min. Northwesterly along said center 59.9 feet; thence an azimuth of 315 deg. 28 min. Northwesterly along said road 247.6 feet; thence an azimuth of 345 deg. 35 min. Northwesterly along said road 66.0 feet to the Southerly line of Callhan property; thence proceed Northwesterly along the previous course 200.0 feet; thence an azimuth of 322 deg. 33 min. Northwesterly along said road 270.1 feet to the northerly line of said Callahan property, said road continues on into Boykin property and terminates, said easement is 7.5 feet each side of the described Old Field Road center line.

All being situated in Shelby County, Alabama.

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