



JEFFERSON TITLE CORPORATION

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

(Name) Holliman, Shockley & Kelly
2491 Pelham Parkway
(Address) Pelham, AL 35124

CORRECTIVE
MORTGAGE—

STATE OF ALABAMA

SHELBY

COUNTY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

BARBARA S. JONES, A MARRIED WOMAN

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

HOUSTON WAKEFIELD AND TINA WAKEFIELD

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

of Forty Thousand Nine Hundred and no/100----- Dollars
(\$ 40,900.00), evidenced by One promissory note of even date with all its
accompanying terms and conditions executed simultaneously herewith.

THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION ATTACHED
HERETO AND MADE A PART HEREOF. FUTHER, THIS MORTGAGE IS BEING RE-RECORDED TO
CORRECT A DEFECT IN THE LEGAL DESCRIPTION AS A RESULT OF A SCRIVENER'S ERROR
IN SAID MORTGAGE RECORDED IN INST. # 95-07457. ~~THE LEGAL DESCRIPTION OF~~
~~PROPERTY BEING CONVEYED SHOULD HAVE BEEN AS FOLLOWS: THE 3.65 ACRES~~
~~THE LEGAL DESCRIPTION CONVEYED IN THE MORTGAGE RECORDED IN INST. # 95-07457~~
~~SHOULD HAVE BEEN EXCEPTED NOT CONVEYED.~~ SHELBY COUNTY JUDGE OF PROBATE
004 MCD 77.35

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,

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 EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AS IF
SET FORTH IN FULL HEREIN FOR THE COMPLETE LEGAL DESCRIPTION
OF THE PROPERTY BEING CONVEYED BY THIS INSTRUMENT.

The property herein being conveyed does not constitute the homestead of
Barbara S. Jones or her husband. Inst # 1995-10404

04/21/1995-10404
11:53 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 MCD 14.50

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 my signature and seal, this 17th day of March, 19 95
Barbara S. Jones (SEAL)
BARBARA S. JONES (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 Barbara S. Jones, a married woman
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 she executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 17th day of March, 1995
[Signature] 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

Recording Fee \$
Deed Tax \$

This form furnished by



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

EXHIBIT "A"

Tract 4, according to the survey of Fox Valley Acres as recorded in Map Book 10 page 75 in the Probate Office of Shelby County, Alabama.

Less and except the following:

Commence at the northwest corner of Section 4, Township 21 South, Range 3 West, Shelby County, Alabama and run thence easterly along the north line of said Section 4 a distance of 435.00 feet to a point; thence turn 88 deg. 15 min. 00 sec. right and run southerly a distance of 1,339.63 feet to a point; thence turn 89 deg. 29 min. 42 sec. left and run 239.72 feet to a point; thence turn 90 deg. 29 min. 41 sec. left and run northerly 1,429.88 feet to the point of beginning of the property being described; thence continue along last described course 498.42 feet to a point on the southerly margin of Shelby County Highway No. 266; thence turn 132 deg. 17 min. 36 sec. left and run southwesterly along said margin of said road 103.93 feet to the P.C. of a curve to the right; thence turn 2 deg. 42 min. 56 sec. right to chord and run along said margin of said road a chord distance of 53.17 feet to a point; thence turn 60 deg. 45 min. 39 sec. left from chord and run 89.73 feet to a point; thence turn 11 deg. 11 min. 19 sec. right and run 106.61 feet to a point; thence turn 9 deg. 53 min. 19 sec. right and run 96.80 feet to a point; thence turn 15 deg. 46 min. 13 sec. left and run 82.89 feet to a point; thence turn 74 deg. 01 min. 29 sec. left and run easterly 116.22 feet to the point of beginning; being situated in Shelby County, Alabama.

Also, an easement for ingress and egress running with the land is hereby reserved unto the Grantors and granted to the Grantees for the use and benefit of both herein described parcels, said easement is described as follows: Fifteen feet on either side of the Western boundary of the following described property:

A PART OF THE SW1/4 OF SECTION 33, T520S, R3W, SHELBY COUNTY, ALABAMA'
more particularly described as follows:

Commence at the northwest corner of Section 4, Township 21 south, Range 3 west, Shelby County, Alabama and run thence easterly along the north line of said Section 4 a distance of 435.00' to a point; Thence turn 88 15'00" right and run southerly a distance of 1,339.63' to a point; Thence turn 89 29'42" left and run 239.72' to a point; Thence turn 90 29'41" left and run northerly 1,429.88' to the point of beginning of the property being described; Thence continue along last described course 498.42' to a point on the southerly margin of Shelby County Highway No. 266; Thence turn 132 17'36" left and run southwesterly along said margin of said road 103.93' to the P.C. of a curve to the right; Thence turn 2 42'56" right to chord and run along said margin of said road a chord distance of 53.17' to a point; Thence turn 60 45'39" left from chord and run 89.73' to a point; Thence turn 11 11'19" right and run 106.61' to a point; Thence turn 9 53'19" right and run 96.80' to a point; Thence turn 15 46'13" left and run 82.89' to a point; Thence turn 74 01'29" left and run easterly 116.22' to the point of beginning, containing 1.11 acres and subject to any and all agreements, easements, rights of way, restrictions and / or limitations of probated record or applicable law.

And further shown on the attached Exhibit "B", a survey dated 3-13-95 by Robert O. Blain. The herein Grantors and Grantees hereby covenant and agree to share equally in any and all costs of maintaining the above described easement. Said covenant to maintain shall expire when either the Grantors or Grantees cease to use the easement.

