



JEFFERSON TITLE CORPORATION

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

(Name) STONE, PATTON, KIERCE & FREEMAN
118 N. 18th Street
(Address) Bessemer, Alabama 35020

MORTGAGE--

STATE OF ALABAMA

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

BURBLE BUREL ALEXANDER and wife, ANNIE MAE ALEXANDER

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

GEORGE CARTER

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

of Ninety-five thousand and 00/100-----Dollars

(\$ 95,000.00), evidenced by promissory note of even date herewith bearing interest and payable in manner set out in said note.

Inst # 1995-16128

06/20/1995-16128
04:28 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 153.50

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,

BURBLE BUREL ALEXANDER and ANNIE MAE ALEXANDER

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in County, State of Alabama, to-wit:

PARCEL I:

A Tract of Sections 13 & 14, Township 22 South, Range 2 West, Shelby County, Alabama, described as follows: Commence at a Gulf States Paper Co. Concrete Post, marked as the SW corner of the SW1/4 of the NW1/4 of Section 13, Township 22 South, Range 2 West; thence run west a distance of 80.04 feet to a point on the SE right-of-way line of Ala. State Hwy. No. 25(33.00 feet from centerline), said point being a distance of 1247.46 feet North, along said right-of-way line, from the North right-of-way line of the Southern Railroad, and the point of beginning; thence turn an angle of 130 degrees 22 minutes 38 seconds to the right and run along said right-of-way line a distance of 250.00 feet; thence turn an angle of 90 degrees 11 minutes 12 seconds to the right and run a distance of 546.71 feet to a point on a right-of-way curve of the Southern Railroad; thence run an angle of 84 degrees 56 minutes 10 seconds to the right to the tangent of said right-of-way curve, and run along said right-of-way curve (whose delta angle is 18 degrees 22 minutes 46 seconds to the right, radius of 779.35 feet, tangent distance is 126.08 feet, length of arc is 250.00 feet) to a point on a right-of-way curve; thence turn an angle of 87 degrees 51 minutes 21 seconds to the right from tangent of said curve and run a distance of 527.99 feet, to the point of beginning. Situated in the SE1/4 of the NE1/4 and the NE1/4 of the SE1/4 of Section 14, and the SW1/4 of the NW1/4 and the NW1/4 of the SW1/4 of Section 13, all in Township 22 South, Range 2 West, Shelby County, Alabama. Situated in Shelby County, Alabama. According to the survey of Frank W. Wheeler, Ala. Reg. L.S. No. 3385, dated December 1, 1981.

PARCEL II:

The Southerly 4.33 acres of the 5.2 acres of land situated in the SW1/4 of the NW1/4 and NW1/4 of SW1/4, Section 13, Township 22 South, Range 2 West. This parcel is 365.22 feet on the Easterly side adjoining the railroad right of way; 364.00 feet on the Westerly side adjoining the Highway #25 South right of way line; 546.71 feet on the Southerly side adjoining the Danny Nilyer property and 487.97 feet on the Northerly side.

Burble Burel Alexander and B.B. Alexander are one and the same person.

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

13646 Hwy 25
Calera, AL 35040

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 amount 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 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

Burble Burel Alexander and Annie Mae Alexander

have hereunto set their signature and seal, this 20th day of June, 19 95

Burble Burel Alexander (SEAL)
Burble Burel Alexander
Annie Mae Alexander (SEAL)
Annie Mae Alexander (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 Burble Burel Alexander and Annie Mae Alexander

whose names 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 20th day of June, 19 95
My Commission Expires: 9/27/95 *Peggy J. Letson* 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 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
06/20/1995-16128
04:28 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCB 153.50

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

1st # 1995-16128