

This instrument was prepared by *Henry*

(Name) _____

(Address) _____



Jefferson Land Title Services Co., Inc.

318 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8020

BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Mississippi Valley Title Insurance Company

MORTGAGE- First

STATE OF ALABAMA

Shelby

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,
Debra & Gene Polk (husband & wife)

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

(hereinafter called "Mortgagee", whether one or more), in the sum
of Forty three thousand, four hundred eighty-two and 49/100-----Dollars
(\$ 43,482.49), evidenced by My one promissory note of even date herewith, payable
according to its terms, and conditions with a final payment of the principal
and interest to be due and payable on the first day of August, 2009 if not
sooner paid

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, Debra & Gene Polk (husband & wife)

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:

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

Subject to: 1. Taxes for the year 1990 and subsequent years

2. Easement, Restriction, Reservation, Right of way, Limitation, covenant and
condition of record, if any

3. This mortgage is not assumable.

4. This property is the homestead of the mortgagors

5. Payments not received by the 5th of the month when due will incur a
10% late penalty

Inst # 1995-27687

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

Form ALA-35

10/02/1995-27687
02:07 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 MEL 78.75

1845 Montgomery Hwy
suite 209

Moover. A. 35244

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 Debra & Gene Polk (Husband & wife)

have hereunto set MY signature and seal, this 1st day of May, 19 95

Debra Polk (SEAL)
Gene Polk (SEAL)
(SEAL)
(SEAL)

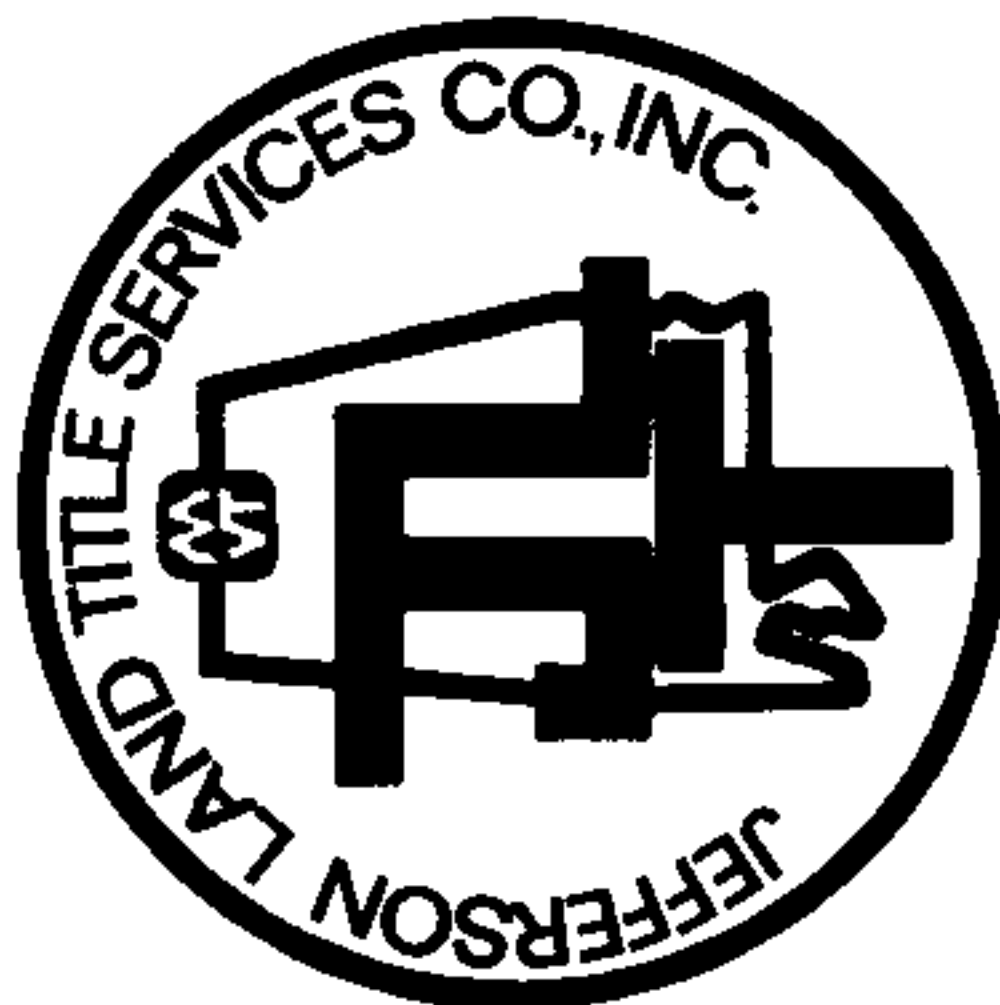
THE STATE of Alabama }
Shelby COUNTY }
I, Dianne H. Hutz, a Notary Public in and for said County, in said State,
hereby certify, that Debra Polk & Gene Polk
whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day,
that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 1st, day of May, 19 95
Notary Public.

THE STATE of Alabama }
Shelby COUNTY }
I, Dianne H. Hutz, a Notary Public in and for said County, in said State,
hereby certify that
whose name as Gene Polk 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 1st, day of May, 19 95
Notary Public

Return to:

TO

MORTGAGE DEED



Recording Fee \$
Deed Tax \$

This form furnished by

Jefferson Land Title Services Co., Inc.
310 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

EXHIBIT "A"

From the SE corner of the NE 1/4 of Section 5, Township 22 South, Range 3 West, run northerly along the east boundary line of said 1/4 section for 38.5 feet to a point on the north Right-of-Way line of Shelby County Road No. 22; thence turn an angle of 86°06' to the left and run westerly along the north R.O.W. line of said road for 150.0 feet to the point of beginning of the land herein described; thence turn an angle of 86°06' to the right and run northerly 59.0 feet; thence turn an angle of 86°06' to the left and run westerly 60.0 feet; thence turn an angle of 86°06' to the right and run northerly 121.0 feet; thence turn an angle of 93°54' to the right and run easterly 210.0 feet to a point on the east boundary line of the NE 1/4 of Section 5, Township 22 South, Range 3 West; thence turn an angle of 93°54' to the left and run northerly along the east boundary line of said 1/4 section for 245.0 feet; thence turn an angle of 86°06' to the left and run westerly 438.03 feet; thence turn an angle of 91°37' to the left and run southerly 83.8 feet to a point on the east R.O.W. line of the Southern Railroad; thence turn an angle of 06°50' to the left and run southeasterly along the east R.O.W. line of said railroad for 168.5 feet; thence turn an angle of 04°31'20" to the left and continue southeasterly along the east R.O.W. line of said railroad for 177.6 feet to the point of intersection of the east R.O.W. line of the Southern Railroad and the north R.O.W. line of Shelby County Road No. 22; thence turn an angle of 76°57' to the left and run easterly along the north R.O.W. line of said road for 249.8 feet to the point of beginning. This land being a part of the SE 1/4 of the NE 1/4 of Section 5, Township 22 South, Range 3 West and being 3.0 acres, more or less.

Inst # 1995-27687

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SHELBY COUNTY JUDGE OF PROBATE
003 HEL 78.75