

MORTGAGE

~~THE STATE OF ALABAMA)~~ ST. JOHNS, ANTIGUA
COUNTY OF West Indies

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas, the undersigned grantor, Wanda Diane Galloway justly indebted to Alonzo Clay Galloway, III in the sum of Fifty-four Thousand and NO/100 Dollars (\$54,000.00) as evidence by a promissory waiver note for said amount bearing even date with the instrument, and due and payable on or before the 10th day of November, 1995. And being desirous of securing the punctual payment of said note for Fifty-four Thousand and NO/100 Dollars (\$54,000.00) at maturity Wanda Diane Galloway has this day granted, bargained, sold and conveyed unto the said Alonzo Clay Galloway, III his heirs and assigns, the following described property, situated in Shelby County, State of Alabama, to wit:

Begin at the SE corner of the SW 1/4 of the NW 1/4 of Section 7, Township 24 North, Range 13 East and run westerly along the south side of the said quarter-quarter for 666.34 feet to the point of beginning. Then continue along the last described course for 358.30 feet to a point on the northeast Right of Way of State Highway No. 155, then turn an angle of 128 deg. 59 min. 07 sec. to the left and run southeasterly along the said R.O.W. for 385.84 feet to an existing iron on a fence line, then turn an angle of 51 deg. 06 min. 46 sec. to the left and run easterly along a fence for 777.88 feet to an existing iron at a fence corner, then turn an angle of 89 deg. 07 min. 50 sec. to the left and run northerly along a fence for 298.62 feet to the SE corner of the said SW 1/4 of the NW 1/4, then turn an angle of 0 deg. 25 min. 59 sec. to the left and run northerly along a fence for 634.73 feet to an existing iron on the south Right of Way of Shelby County Road No. 18, said R.O.W. being curved with a radius of 1537.52 feet, then turn an angle to the left and run northwesterly along the said R.O.W. through a central angle of 14 deg. 56 min. 37 sec. for 401.01 feet to the end of said curve (angle to the 399.88 feet chord of 74 deg. 39 min. 22 sec. left), then turn an angle from the said chord of 7 deg. 28 min. 19 sec. to the right and run northwesterly along the said R.O.W. for 345.36 feet to an existing iron at a fence corner, then turn an angle of 115 deg. 16 min. 08 sec. to the left and run southerly along a fence for 879.22 feet back to the point of beginning.

The above decribed parcel contains 17.45 acres and is subject to the easements, rights of ways, and restrictions of record.

According to survey of William J. Egan, Jr., dated April 24, 1979.

Being a part of the lands conveyed to the grantor and the grantee, as shown by deed recorded in Deed Book 269, page 61, in the Office of Judge of Probate of Shelby County, Alabama.

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10:04 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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warranted free from all encumbrance and against any adverse claims.

TO HAVE AND TO HOLD, all of the above described property, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the same, to the said Alonzo Clay Galloway, III, his heirs and assigns forever.

Now, the conditions of the above conveyances are such that if Wanda Diane Galloway pay or cause to be paid the hereinbefore described note when the same falls due, then this conveyance is to cease and to be void; but should Wanda Diane Galloway make default in the payment of said note in whole or in part at maturity, then the said Alonzo Clay Galloway, III his agent or attorney or his assigns, his agent or attorney, may take possession of said property and with or without possession, sell the same either on the premises or at the Court House door of said County, at public outcry, to the highest bidder for cash, after having given twenty (20) days notice of the time, place and terms of such sale, by posting notices at three (3) public places in said County and apply the proceeds of such sale as follows: First, to the payment of all the costs and expenses incident to such sale and conveyances, including a reasonable attorney's fee. Second, to the payment of what may be due on the hereinbefore described note to Alonzo Clay Galloway, and the surplus, if any, to be turned over to to Wanda Diane Galloway or her legal representatives.

And in the event of sale of any of the hereinbefore described property, or any part thereof under the power of sale herein contained, the said Alonzo Clay Galloway, his agent or assigns, at such sale, the agent or attorney making the sale is hereby authorized and empowered to execute to him or them a property conveyance for the lands so purchased. And Wanda Diane Galloway will for her heirs and administrators, covenant with the said Alonzo Clay Galloway, III and forever defend him the quiet and peaceful possession of the same, against the lawful claims of all persons whomsoever, I agree to pay all taxes or assessments, when imposed legally on said property, within thirty (30) days after the same becomes delinquent.

Given under my hand and my seal, this the 23rd day of October, 1995.

[Signature]
WITNESS
[Signature]
WITNESS

[Signature]
(SEAL)

(SEAL)

(SEAL)

~~THE STATE OF ALABAMA)~~ ST. JOHNS, ANTIGUA
~~COUNTY OF~~ West INDIES

I, STEPHEN C.O. BENJAMIN, in and for said County and State,
hereby certify that WANDA DIANE GALLOWAY, 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 execute the same voluntarily, on the day the same bears
date.

Given under my hand, this the 23rd day of October,
1995.


Notary Public

My Commission Expires: On My Receipt

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