

This form furnished by: **Cahaba Title, Inc.**

Eastern Office
(205) 833-1571
FAX 833-1577

Riverchase Office
(205) 988-5800
FAX 988-5905

This instrument was prepared by:

(Name) Joel C. Watson, Attorney

(Address) P.O. Box 987

Alabaster, Alabama 35007

MORTGAGE

STATE OF ALABAMA

Shelby

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

James. E. Lynn, Jr. and Becky M. Lynn (wife)

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

Beatrice D. Artale

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

of Sixty Nine Thousand and no/100s-----Dollars
(\$69,000.00), evidenced by even date.

Inst # 1995-34958

**12/06/1995-34958
03:05 PM CERTIFIED**

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

**SHELBY COUNTY JUDGE OF PROBATE
117.00**

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" for legal which is attached.

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 Mortgagee 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 sums 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 the 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 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, for 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.

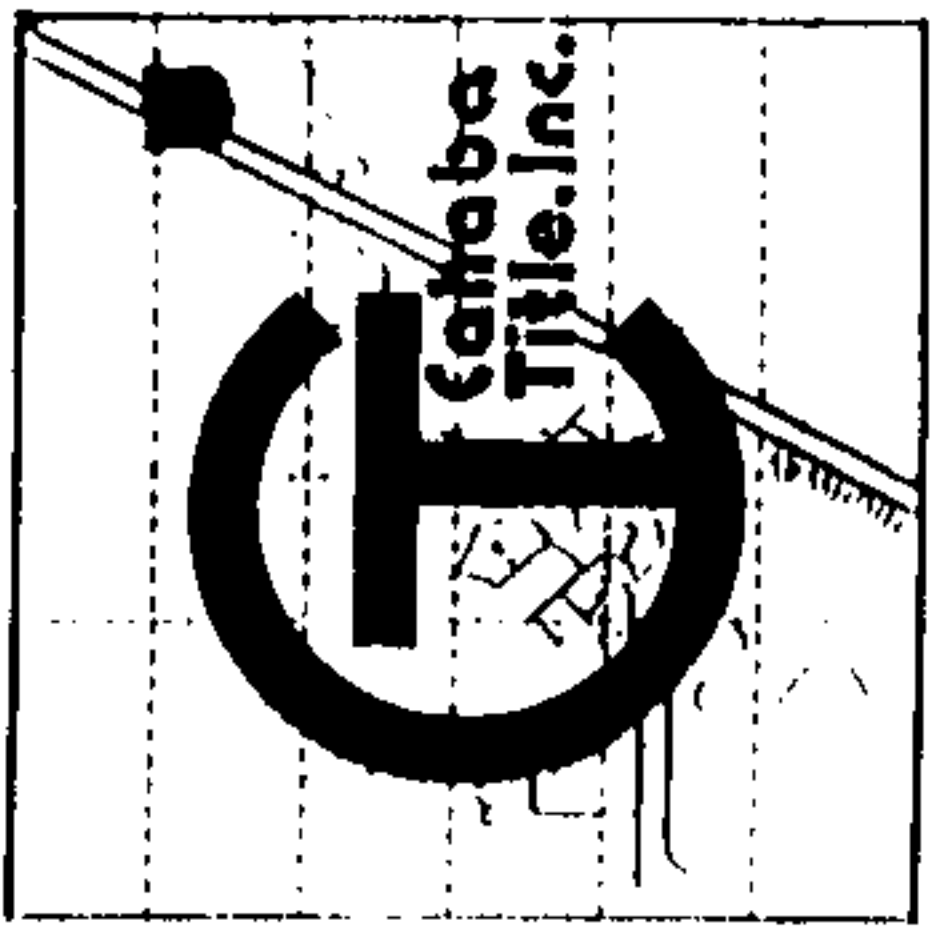
IN WITNESS WHEREOF the undersigned
have hereunto set their signature \$ and seal, this 29th day of Nov 19 95
James E. Lynn, Jr. (SEAL)
Becky M. Lynn (SEAL)

THE STATE of ALABAMA
SHELBY COUNTY }
I, the undersigned, a Notary Public in and for said County, in said state,
hereby certify that James E. Lynn, Jr. and Becky M. Lynn
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 29th day of Nov 19 95

My commission expires: 10/6/96 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 day of 19
Notary Public

TO
MORTGAGE
STATE OF ALABAMA
COUNTY OF



Recording Fee \$
Deed Tax \$
This form furnished by
Cahaba Title, Inc.
RIVERCHASE OFFICE
2068 Valleydale Road
Birmingham, Alabama 35244
Phone (205) 988-5600
EASTERN OFFICE
213 Gadsden Highway, Suite 227
Birmingham, Alabama 35235
(205) 333-1571

LEGAL DESCRIPTION

From the Southwest corner of Section 9, Township 19 South, Range 2 East, run thence East along the South boundary of said Section 9 a distance of 1335.02 feet; thence turn 91 degrees 40 minutes 32 seconds left and run 561.56 feet to the point of beginning of herein described parcel of land; thence continue along said course a distance of 93.18 feet to a point on the Easterly boundary of County Highway #81; thence turn 40 degrees 05 minutes 42 seconds right and run 99.41 feet along said highway boundary; thence turn 07 degrees 37 minutes 50 seconds left and run 100.41 feet along said highway boundary; thence turn 03 degrees 54 minutes 08 seconds left and run 100.67 feet along said highway boundary; thence turn 03 degrees 50 minutes 20 seconds left and run 19.50 feet along said highway boundary; thence turn 75 degrees 28 minutes 16 seconds right and run 419.98 feet; thence turn 78 degrees 24 minutes 01 seconds left and run 209.90 feet; thence turn 78 degrees 24 minutes 01 seconds right and run 1075.07 feet to a point in the center of Blue Spring Branch; thence turn 157 degrees 24 minutes 14 seconds right and run 29.84 feet along said branch centerline and the following courses; 57 degrees 24 minutes 33 seconds left for 37.04 feet; 64 degrees 51 minutes 51 seconds left for 64.0 feet; 08 degrees 04 minutes 40 seconds left for 50.0 feet; 79 degrees 51 minutes 41 seconds left for 62.73 feet; 70 degrees 04 minutes 03 seconds right for 77.56 feet; 34 degrees 00 minutes 54 seconds left for 68.70 feet; 72 degrees 08 minutes 49 seconds right for 61.81 feet; 47 degrees 36 minutes 23 seconds right for 135.36 feet; 83 degrees 24 minutes 11 seconds left for 140.19 feet; 93 degrees 32 minutes 51 seconds left for 69.76 feet; 40 degrees 37 minutes 10 seconds right for 64.32 feet; 76 degrees 34 minutes 50 seconds right for 50.01 feet; 67 degrees 21 minutes 57 seconds right for 56.97 feet; 55 degrees 11 minutes 29 seconds left for 50.38 feet; thence turn 34 degrees 42 minutes 59 seconds right and run 101.96 feet along said branch centerline to a point on an accepted property line; thence turn 85 degrees 14 minutes 10 seconds right and run 743.91 feet; thence turn 00 degrees 01 minutes 36 seconds right and run 1100.42 feet; thence turn 00 degrees 08 minutes 26 seconds right and run 300.28 feet to the point of beginning of herein described parcel of land.

Artale to Lynn
Exhibit "A"

Inst # 1995-34958

12/06/1995-34958
03:05 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NCD 117.00