

This instrument was prepared by

Harrison, Conwill, Harrison & Justice

P. O. Box 557
Columbiana, Alabama 35051

MORTGAGE--

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

KELLY CREEK, L.L.C. , an Alabama Limited Liability Company,

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

CHARLOTTE WASHINGTON POE

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

of Eighty-Six Thousand and no/100 (\$86,000.00) ----- Dollars

(\$ 86,000.00 ^{plus interest} evidenced by promissory note dated September 6, 1996.

Inst # 1996-29524

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,

KELLY CREEK, L.L.C.

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:

A parcel of land in the N½ of the N½ of Section 15, Township 18 South, Range 2 East, Shelby County, Alabama, described as follows: Begin at the NE corner of Section 15, Township 18 South, Range 2 East for the point of beginning; thence run Southwardly along the East line of said Section 15 for a distance of 1159.23 feet to an existing iron pin; thence turn an angle to the right of 89 deg. 55 min. 34 sec. for a distance of 4676.89 feet; thence turn an angle to the right of 102 deg. 41 min. 17 sec. for a distance of 1130.03 feet to the North line of said Section 15; thence turn an angle to the right of 76 deg. 34 min. 39 sec. and run Eastwardly along the North line of said Section for a distance of 4430.55 feet to the point of beginning; being situated in Shelby County, Alabama.

Subject to easements and rights-of-way of record.

All proceeds from sale of timber on the above-described property will be paid to Mortgagee and applied to the mortgage debt.

If any portion of the above-described property is sold, Mortgagor and Mortgagee will negotiate a sum to be paid to Mortgagee in exchange for a partial release from this mortgage of such property sold.

Inst # 1996-29524

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SHELBY COUNTY, STATE OF ALABAMA
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Said property is warranted free from all incumbrances and against all adverse claims, except as stated above.

Form ALA-35

WNC / Davis

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.

1996-29524

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 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 in subject to foreclosure as now provided by law in case of past due mortgages, and 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
KELLY CREEK, L.L.C.

have hereunto ~~set~~ its signature and seal, this 6th day of September, 1996.

KELLY CREEK, L.L.C. (SEAL)
BY: *James C. McGraw* (SEAL)
James C. McGraw (SEAL)
Managing Member (SEAL)

THE STATE of

COUNTY

I, hereby certify that

, a Notary Public in and for said County, in said State.

whose name signed to the foregoing conveyance, and who that being informed of the contents of the conveyance Given under my hand and official seal this day of

known to me acknowledged before me on this day, executed the same voluntarily on the day the same bears date

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Notary Public

THE STATE of ALABAMA

SHELBY

COUNTY

I, the undersigned authority hereby certify that James C. McGraw

, a Notary Public in and for said County, in said State.

whose name as Managing Member of Kelly Creek, L.L.C., an Alabama Limited Liability Company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, 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 company.
Given under my hand and official seal, this the 6th day of September 1996.

William A. Justice Notary Public

09/06/1996-29524
04:24 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HCB 141.00

Return to:

TO

MORTGAGE DEED

Recording Fee \$
Deed Tax \$

This form furnished by
HARRISON, CONWILL, HARRISON
& JUSTICE
P. O. Box 557
Columbiana, Alabama 35051