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Post Office Drawer 623
Alabaster, Alabama 35007

TITLE NOT EXAMINED
Legal Description
Furnished by Grantors

MORTGAGE

STATE OF ALABAMA)

Inst # 1996-31212

SHELBY COUNTY)

09/20/1996-31212
11:48 AM CERTIFIED

KNOW ALL MEN BY THESE PRESENTS, SHELBY COUNTY JUDGE OF PROBATE
That Whereas, 004 SNA 46.00

Earl S. Wells and wife, Bobbie Sue Wells

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

James T. Hill and wife, Sherry Hill

(hereinafter called "Mortgagee", whether one or more), in the sum of Twenty Thousand and No/100 Dollars (\$20,000.00), as evidenced by a promissory note of even date bearing interest at the rate of 8.5% percent per annum with 120 monthly payments of \$247.97 beginning October 1, 1996, and the first day of each month thereafter until paid in full.

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, 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 LEGAL DESCRIPTION ATTACHED HERETO AND MARKED AS
EXHIBIT "A".**

Subject to:

- (a) 1996 Ad Valorem Taxes which are a lien but not yet due and payable; and
- (b) Easements, restrictions and rights-of-way appearing of record.

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 Mortgagees 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 incumbrance, 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, Earl S. Wells and wife, Bobbie Sue Wells, have hereunto set their hands and seals, this the 17th day of September, 1996.

WITNESS:


Earl S. Wells


Bobbie Sue Wells

STATE OF ALABAMA:
COUNTY OF SHELBY:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Earl S. Wells and wife, Bobbie Sue Wells, 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 17th day of September, 1996.


Notary Public

My Commission Expires
6/8/2000

Lawyers Title Insurance Corporation

A Stock Company

Home Office - Richmond, VA 22202

09/20/1996-31212

11:48 AM

CERTIFIED

SCHEDULE A

cont'd

SHELBY COUNTY JUDGE OF PROBATE

004 SNA

46.00

LEGAL DESCRIPTION:

Begin at the Southeast corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 29, Township 21 South, Range 1 West, Shelby County, Alabama; thence run Northerly along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ 1,042.06 feet to a point on the South right-of-way line of the Southern Railway; thence 100 deg. 42 min. 57 sec. left and run West-Southwesterly along said right of way line 634.93 feet to a point; thence 79 deg. 12 min. 35 sec. left and run Southerly 930.51 feet to a point; thence 90 deg. 40 min. 17 sec. left and run Easterly 625.10 feet to the point of beginning, containing 14.14 acres.

ALSO, an easement for a right of way to provide ingress and egress to and from the above described property over and across the following described parcel, which is designated herein as Easement Number 1: Commence at the S.E. corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 29, Township 21 South, Range 1 West, Shelby County, Alabama; thence run Westerly along the South line of said quarter-quarter 625.10 feet to the point of beginning of the easement being described; thence continue along last described course 309.93 feet to a point; thence 108 deg. 0 min. 10 sec. right and run Northeasterly 31.54 feet to a point; thence 71 deg. 59 min. 50 sec. right and run Easterly 269.52 feet to a point; thence 89 deg. 19 min. 43 sec. right and run Southerly 30.0 feet to the point of beginning, said just described easement being 30 feet wide and parallel to the South line of said quarter-quarter and tying into an existing easement as shown on the Mallette map.

ALSO, an easement for a right of way to provide ingress and egress to and from Easement No. 1 as described above over and across the following described access road, which is designated herein as Easement Number 2: From the Northwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 32, Township 21 South, Range 1 West, run Easterly along the North line of said quarter-quarter 400.50 feet to a 2-1/2 inch capped pipe, on the West right-of-way line of access road, the point of beginning of the herein described easement or access road; thence Southwesterly along the Northerly boundary of the access road and along the line of George Winslett property on the West deflecting 108 deg. 0 min. 10 sec. right 393.12 feet to a 5/8-inch iron pin on the West right-of-way line; thence continuing Southwesterly deflecting 60 deg. 10 min. 23 sec. right 299.07 feet to a 5/8-inch iron pin, on the East line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32, Township 21 South, Range 1 West; thence Southerly along the said quarter-quarter line deflecting 76 deg. 21 min. 17 sec. left 30.00 feet to a 5/8-inch iron pin on said quarter-quarter line; thence Southwesterly deflecting 83 deg. 9 min. 56 sec. right 915.48 feet to a 2-1/2 inch capped pipe; thence Southerly deflecting 79 deg. 59 min. 59 sec. left 260.0 feet to a fence corner; thence Southwesterly deflecting 78 deg. 49 min. 15 sec. right 401.90 feet to a 5/8-inch iron pin on said right-of-way line and on the East right-of-way line of County Road No. 97; thence Southerly along said right-of-way line deflecting 84 deg. 54 min. 46 sec. left 30.10 feet to a point, on the Southerly boundary of access road, and the East right-of-way line of County Road No. 97, and located 494.83 feet North of the S.W. corner of Law Kite property East of County Road No. 97; thence Northeasterly with the Southerly boundary of the access road, and along the line of Law Kite property on the South deflecting 95 deg. 5 min. 14 sec. left 429.11 feet to a point; thence Northerly deflecting 78 deg. 49 min. 15 sec. left 259.47 feet to a point; thence Northeasterly deflecting 79 deg. 59 min. 59 sec. right 916.92 feet to a point; thence Northerly deflecting 83 deg. 9 min. 56 sec. left 31.81 feet to a point; thence Northeasterly deflecting 76 deg. 21 min. 17 sec. right 293.77 feet to a point; thence continuing Northeasterly deflecting 60 deg. 10 min. 23 sec. left 420.21 feet to a point on said right-of-way line, and on the North line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 32, Township 21 South, Range 1 West; thence Westerly along said $\frac{1}{4}$ - $\frac{1}{4}$ line deflecting 108 deg. 0 min. 10 sec. left 31.01 feet to a 2-1/2 inch capped pipe, the point of beginning, containing 1.09 acres by survey, according to survey of Reese E. Mallette, Jr. Reg. Land Sur. dated Sept., 1973.

Subject to easements and rights of way of record. A

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BB 928699

Schedule _____ Page _____ No. _____