

This Instrument Was Prepared By: **Inst # 1997-00537**
JOEL C. WATSON
ATTORNEY AT LAW
P.O. BOX 987
ALABASTER, ALABAMA 35007

01/07/1997-00537
08:54 AM CERTIFIED

NO TITLE EXAMINATION MADE/LEGAL DESCRIPTION PROVIDED BY MORTGAGOR
SHELBY COUNTY JUDGE OF PROBATE
DOF SNA

CORRECTIVE MORTGAGE

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That Whereas,
JAMES E. LYNN, JR. AND WIFE, BECKY M. LYNN

(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 FIFTY ONE THOUSAND NINE HUNDRED TWENTY THREE AND 07/100
DOLLARS (\$51,923.07) evidenced by a Real Estate Mortgage Note of
even date herewith.

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,

JAMES E. LYNN, JR. AND WIFE, BECKY M. LYNN

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" ATTACHED HERETO AND MADE A PART HEREOF BY
REFERENCE FOR THE LEGAL DESCRIPTION OF THE PROPERTY HEREIN
CONVEYED.

THIS IS A CORRECTIVE MORTGAGE GIVEN FOR THE EXPRESS PURPOSE
OF ADJUSTING AND CORRECTING THE MORTGAGE AMOUNT AS STATED ON
THAT CERTAIN MORTGAGE DATED NOVEMBER 29, 1995, FILED FOR
RECORD DECEMBER 6, 1995, AND FILED FOR RECORD AS INSTRUMENT
#1995-34958.

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"

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, MORTGAGORS agree 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 the undersigned MORTGAGORS 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 costs of collecting same, including attorney's fees; 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 MORTGAGORS pay 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 encumbrance 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 (21) 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 Courthouse door of said County (or the division thereof) where said property is located,

at public outcry to the highest bidder for cash, 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 encumbrances, 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 MORTGAGORS and the undersigned MORTGAGORS agree that the said MORTGAGEE, agents, or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned MORTGAGORS 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 MORTGAGORS,
JAMES E. LYNN, JR. AND WIFE, BECKY M. LYNN

have hereunto set their signature(s) and seal(s) this the
20th day of Dec, 1996.

James E. Lynn, Jr. (L.S.)
JAMES E. LYNN, JR.
Becky M. Lynn (L.S.)
BECKY M. LYNN

STATE OF ALABAMA)
COUNTY OF SHELBY)

General Acknowledgment

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that

JAMES E. LYNN and wife, BECKY M. LYNN
whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and Official Seal this 20 day
of Dec, 1996.

Paul W. White
NOTARY PUBLIC

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004 SNA 17.00

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