

This instrument was prepared by

(Name) Kay F. Wilson

(Address) 2915 Cahaba Valley Road, Pelham, Alabama 35244

Form 1-1-21 Rev. 1-68

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Kay F. Wilson, a ^{unmarried} ~~married~~ woman,

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

Jimmy Williams Specialized Svcs., Inc.

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

of One Hundred Thousand Dollars
(\$ 100,000.00), evidenced by

Inst # 1997-06934

03/06/1997-06934
09:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 SNA 166.00

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,

Kay F. Wilson, an unmarried woman,

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

THE LEGAL DESCRIPTION IS ATTACHED TO THIS DOCUMENT AS EXHIBIT "A" AND INCORPORATED INTO THIS DOCUMENT BY REFERENCE THERETO.

See attached EXHIBIT "B".

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 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 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 Kay F. Wilson

have hereunto set her signature and seal, this 20 day of Feb. 1997

Kay F. Wilson (SEAL)
Kay F. Wilson (SEAL)
(SEAL)
(SEAL)

THE STATE of ALABAMA
SHELBY COUNTY }

I, M. Wayne Wheeler, a Notary Public in and for said County, in said State,

hereby certify that Kay F. Wilson

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 has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20 day of February 1997
Notary Public.

THE STATE of ALABAMA
SHELBY COUNTY }

I, Carla Michelle Hayes, a Notary Public in and for said County, in said State,

hereby certify that Kay F. Wilson

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 the 20 day of February 1997
Carla Michelle Hayes Notary Public

MY COMMISSION EXPIRES DECEMBER 12, 1999

Return to: Kay F. Wilson
2915 Cahaba Valley Road
Pelham, Alabama 35244

TO

KAY F. WILSON

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantor Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama

Lot 2, Brookstone Estates, according to map of which is recorded in the Probate Office of Shelby County, Alabama, in Map Book 4, Page 53 in said office.

Also, a part of the West Half of the Northeast Quarter of Section 28, Township 19 South, Range 2 West more particularly described as follows: Commence where the northerly right of way line of Cahaba Valley Road intersects the westerly line of the Southwest Quarter of the Northeast Quarter of said Section 28; thence in a northeasterly direction along said right-of-way a distance of 316.2 feet, more or less, to the point of beginning, said point being the southeast corner of Lot 2 of Brookstone, as recorded in Map Book 4, Page 53 in the office of the Judge of Probate in Shelby County, Alabama, said point also being on a curve to the right, having a radius of 5807.73 feet; thence in a northeasterly direction along said curve and right-of-way line, chord of said curve forming an angle of 89 degrees, 26 minutes 38 seconds from the easterly line of said Lot 2, a distance of 170.00 feet; then 74 degrees 53 minutes 10 seconds left, from last described chord, in a northwesterly direction a distance of 655.63 feet to a point on the southerly right-of-way line of Valley View Road, said point also being on a curve, having a radius of 154.92 feet; thence 127 degrees 10 minutes left to chord of said curve, in a southwesterly direction along the arc of said curve to the right, a distance of 111.64 feet to end of said curve; thence in a southwesterly direction along line tangent to said curve and along said right-of-way line a distance of 234.08 feet to the northeast corner of said Lot 2; thence 88 degrees 02 minutes 10 seconds left in a southeasterly direction a distance of 586.20 feet to the point of beginning.

Situated in Shelby County Alabama

BOOK 066 PAGE 929

**EXHIBIT "B" TO
FIRST MONEY MORTGAGE**

Conveyance is subject to the following:

Restrictions as recorded in Volume 222, Page 871, in the Probate Office of Shelby County, Alabama.

Excepting therefrom title to all minerals of every kind and character, including but not limited to oil, gas, sand, and gravel, in, on and under subject property, together with all mining, drilling and excavation rights.

Right of Way to Alabama Power Company as recorded in Volume 101, Page 527; Volume 112, Page 510; Volume 176, Page 80; Volume 179, Page 369, and Volume 275, Page 120, in said Probate Office.

Right of Way to Alabama Power Company and Southern Bell Telephone and Telegraph Company as recorded in Volume 229, Page 228, in said Probate Office.

Right of Way to Shelby County, Alabama, recorded in Volume 135, Page 16. (As to legal description).

Also subject to 1984 Ad Valorem Taxes.

Subject to easements, restrictions and encumbrances of record.

Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, or any matters, not of record, which would be disclosed by an accurate survey and inspection of the premises.

Subject to 1997 Taxes.

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