

This instrument was prepared by

(Name) Curtis White

(Address) 824 Parkway Drive SE Leeds, Alabama 35094

MORTGAGE- AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Hazel Alexander McClellan a widow

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

Curtis White and wife Betty White

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

of Twenty-Three Thousand no/100-----Dollars  
(\$ 23,000.00 ), evidenced by Note dated same as this mortgage. Payments of  
\$330.00 beginning on April 1, 1997 for a total of 120 months. Payments  
are due on the 1st day of each month and late on the second. Any  
payment not received by the 5th day of the month in which it becomes  
due will be charged a late fee of 10% of the total payment.

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,

Hazel Alexander McClellan a widow

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:

Commence at the SW corner of the SE 1/4 of the SW 1/4 of Section 35, Township 17S, Range 1  
East, Shelby County, Alabama; thence N 0° 11' 57" E along the west boundary line of said  
1/4 - 1/4 section 210.00 ft to the point of beginning and a 5/8" rebar, thence N 0° 11' 57"  
E 472.65 ft to 5/8" rebar, thence N 44° 48' 51" E 877.41 ft to the NE margin of Alexander Rd  
and an iron pin, thence Southeasterly along the E margin of said Alexander Rd the following  
courses: S 87° 02' 42" E 63.81 ft to an iron pin; thence along a curve to the right having a  
radius of 105.00ft, delta angle 60° 4' 21" and chord of S 56° 45' 31" E 105.91 ft to an iron  
pin, thence S 26° 28' 21" E 94.72 ft to an iron pin, thence along a curve to the left with a  
radius of 325.00 ft, delta angle 36° 49' 06" and chord S 44° 52' 54" E 205.27 ft to an iron pin  
thence S 63° 17' 27" E 104.08 ft to an iron pin, thence along a curve to the right with a radius  
of 172.68 ft, delta angle 22° 26' 55" and chord S 52° 03' 59" E 67.22 ft to an iron pin, thence  
S 40° 50' 32" E 25.43 ft to an iron pin, thence along a curve to the right with a radius of  
70.0 ft, delta angle 55° 32' 37" and chord S 13° 04' 13" E 65.23 ft to an iron pin, thence S 14°  
42' 05" W 16.15 ft to an iron pin; thence along a curve to the left with a radius of 124.80 ft,  
delta angle 46° 27' 22" and chord S 8° 31' 36" E 98.44 ft to an iron pin, thence S 31° 45' 17"  
E 119.71 ft to an iron pin, thence along a curve to the right with a radius of 315.00 ft, delta  
angle 5° 39' 23" and chord S 28° 55' 35" E 31.08 ft to an iron pin, thence S 26° 05' 54" E 75.68  
ft to an iron pin, thence along a curve to the left with a radius of 135.00 ft, delta angle  
22° 51' 19" and chord S 37° 31' 33" E 53.50 ft to an iron pin, thence S 48° 57' 13" E, 10.57 ft  
to an iron pin, thence leaving said Alexander Rd S 89° 26' 13" E 30.44 ft to the East boundary  
line of said 1/4 1/4 section and an iron pin, thence S 0° 35' 00" W 294.86 ft to a 5/8" rebar,  
thence N 89° 03' 25" W 1326.80 ft back to the point of beginning.

Less and except the following four described parcels of land listed on attachment A

Hazel Alexander and Hazel Alexander McClellan are one in the same person.

Said property is warranted free from all incumbrances and against any and all claims, except as stated above.

03/17/1997-08049  
SHelby COUNTY JUDGE  
003 NEL 48.00

Inst # 1997-08049

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 Hazel Alexander McClellan have hereunto set my signature and seal, this 12th day of March, 19 97  
Hazel Alexander McClellan (SEAL)  
..... (SEAL)  
..... (SEAL)  
..... (SEAL)

THE STATE of Alabama }  
Jefferson COUNTY }  
I, Anna Rosato-Brown, a Notary Public in and for said County, in said State, hereby certify that Hazel Alexander McClellan  
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 she executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal this 12th day of March, 19 97  
Anna Rosato-Brown Notary Public.  
Commission 2-22-2000


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 the day of , 19  
Notary Public

Return to:

TO

MORTGAGE DEED

This form furnished by

American title insurance company  
1110 3RD AVENUE NORTH • BIRMINGHAM AL 35203 • (205) 254-8000

Parcel 1

Commence at the Southwest corner of the Southeast quarter of the Southwest Quarter of Section 35, Township 17 South, Range 1 East, Shelby County, Alabama, thence N 66 degrees 09' 49" E 568.14 feet to the point of beginning and the north margin of Alexander Road a 5/8" rebar, thence N 12 degrees 30' 04" W 435.11 feet to the south bank of Shoal Creek and a 5/8" rebar, thence Northeasterly along said south bank the following courses: S 57 degrees 09' 21" E 63.50 feet, thence N 42 degrees 50' 25" E 72.55 feet, thence N 0 degrees 00' 25" E 91.28 feet, thence N 28 degrees 13' 43" E 36.36 feet, thence N 68 degrees 17' 22" E 63.25 feet, thence N 85 degrees 48' 14" E 41.98 feet to a 5/8" rebar, thence S 12 degrees 34' 53" E 618.92 feet back to the North margin of Alexander Road and a 5/8" rebar, thence N 87 degrees 38' 53" W 261.36 feet back to the point of beginning.

The parcel of land described herein lying and being situated in the Southeast Quarter of the Southwest Quarter of Section 35, Township 17 South, Range 1 East, Shelby County, Alabama.

Parcel 2

Start at the Northwest corner of the Southeast Quarter of the Southwest Quarter of Section 35, Township 17 South, Range 1 East, Shelby County, Alabama and measure South along the quarter quarter section line a distance of 1,054 feet for a point of beginning; thence continue South along quarter quarter section 420 feet, thence 90 degrees East 105 feet, thence 90 degrees, North 420 feet, thence 90 degrees West 105 feet back to point of beginning. All situated in the SE 1/4 of the SW 1/4 of Section 35, Township 17 South, Range 1 East, Shelby County, Alabama. (Source of title: Book 21, Page 476)

Parcel 3

Start at the Northwest corner of the Southeast Quarter of the Southwest Quarter of Section 35, Township 17 South of Range 1 East, Shelby County, Alabama and measure South along the quarter-quarter section line a distance of 214 feet to point of beginning, thence continue South along said quarter-quarter section line 420 feet; thence 90 degrees East 105 feet, thence 90 degrees North 420 feet; thence 90 degrees West 105 feet to point of beginning. (Source of title: Book 318, Page 328)

Parcel 4

A tract of land described as follows: Commence at the Northwest corner of Southeast 1/4 of the Southwest 1/4 of Section 35, Township 17 South, Range 1 East, Shelby county, Alabama and measure South along the West line of said 1/4-1/4 a distance of 634 feet to a point of beginning; thence east and parallel with north line of said 1/4-1/4 a distance of 210 feet to a point; thence north and parallel with west line a distance of 420 feet to point; thence west along said road a distance of 210 feet to a point on west line; thence south along west line a distance of 420 feet to point of beginning. (Source of title: Book 319, page 18)

Inst # 1997-08049

03/17/1997-08049  
10:00 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 NEL 48.00