

This instrument was prepared by

**MERCHANTS & PLANTERS BANK**

P.O. Box 240, Montevallo, Alabama 35115

STATE OF ALABAMA }  
COUNTY OF Shelby }

Inst # 1997-11013

KNOW ALL MEN BY THESE PRESENTS: That this mortgage made and entered into on the day the same bears date by and between Jackie Ray Lucas and wife, Deborah Joan Lucas, a/k/a Debbie B. Lucas (hereinafter called "Mortgagors," whether one or more) and MERCHANTS & PLANTERS BANK, Montevallo, Alabama, a corporation (hereinafter called "Mortgagee"), WITNESSETH:

Whereas, Mortgagors are justly indebted to Mortgagee in the sum of

One Hundred Thousand

Four Hundred Twenty Nine and 75/100- - - - - Dollars  
(\$ 100,429.75), evidenced by promissory note bearing even date with this instrument, and due and payable in accordance with the terms of said note; and,

Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof, as well as any extensions or renewals of said indebtedness or any part or portion thereof; and,

Whereas, Mortgagors may be or hereafter become further indebted to Mortgagee as may be evidenced by promissory note or notes or otherwise, and it is the intent of the parties hereto that this mortgage shall secure any and all indebtednesses of Mortgagors to Mortgagee, whether now existing or hereafter arising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect, and this mortgage is to secure not only the indebtedness evidenced by the note hereinabove specifically referred to, but any and all other debts, obligations or liabilities of Mortgagors to Mortgagee, now existing or hereafter arising, and any and all extensions or renewals of same, or any part thereof, whether evidenced by note, open account, endorsement, guaranty, pledge or otherwise.

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, together with all improvements thereon and appurtenances thereto, situated in Shelby County, State of Alabama, to wit:

See description Exhibit A attached

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Said real estate is warranted free from all encumbrances and Mortgagors warrant the same 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 and any other indebtedness or indebtednesses secured by this mortgage, 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 and any other indebtedness or indebtednesses secured by this mortgage, 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 any other indebtedness or indebtednesses secured by this mortgage, 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 promissory note and any renewals or extensions thereof, and pay all other indebtedness or indebtednesses secured by this mortgage, as hereinabove generally referred to, and if said Mortgagors reimburse 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 evidenced by said promissory note or any other indebtedness or indebtednesses 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 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 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 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 by Court action, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned Mortgagors

Jackie Ray Lucas and wife, Deborah Joan Lucas, a/k/a Debbie B. Lucas

have hereunto set their signature S and seal, this 25th day of March, 19 97

.....(SEAL)  
Deborah Joan Lucas.....(SEAL)  
Jackie Ray Lucas.....(SEAL)  
.....(SEAL)

THE STATE of Alabama  
Shelby COUNTY }

I, the undersigned Sandra C. Davison, a Notary Public in and for said County, in said State, hereby certify that Jackie Ray Lucas and wife, Deborah Joan Lucas, a/k/a Debbie B. Lucas

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 25th day of March, 19 97

Sandra C. Davison  
Notary Public, Alabama State Bar No. 11111  
My Commission Expires 03/31/2001

THE STATE of  
COUNTY }

I, the undersigned, 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:

MERCHANTS & PLANTERS BANK

P.O. Box 240  
Montevallo, Alabama 35115

MORTGAGE

EXHIBIT A

Parcel I

A part of SW1/4 of NE1/4, Section 7 Township 24 North Range 13 East, described as follows:  
Commence at the SW corner of said SW1/4 of NE1/4 and run thence Easterly along Southern boundary of said 1/4-1/4 Section a distance of 600 feet to a point; thence turn to the left and run Northerly parallel with the Western boundary of said 1/4-1/4 Section 814 feet to the point of beginning, which said point of beginning is the NW corner of the lot conveyed to Jackie Ray Lucas and Deborah Joan Lucas herein by deed from Walter James Hager and wife Martha Elaine Hager; thence continue in the same direction a distance of 506 feet, more or less to a point on the Northern boundary of said 1/4-1/4 Section, thence turn to the right and run Easterly along North boundary of said 1/4-1/4 Section a distance of 525 feet to a point; thence turn to the right and run Southerly 700.31 feet, more or less, to a point which is the Northeastern corner of that certain property described in deed of correction executed by Gladys Lucas to Jackie Ray Lucas and Deborah Joan Lucas herein dated May 4, 1979 and which point is 594.1 feet Northerly from the Northern right of way line of Shelby County Highway No. 89; thence turn to the right and run Westerly along Northern boundary of property previously conveyed to Jackie Ray Lucas and Deborah Joan Lucas a distance of 315 feet, more or less, to a point on the Eastern boundary of that certain property which was conveyed to Jackie Ray Lucas and Deborah Joan Lucas herein by deed from Walter James Hager and wife, Martha Elaine Hager; thence turn to the right and run Northerly a distance of 197 feet, more or less to NE corner of property conveyed to Jackie Ray Lucas and Deborah Joan Lucas by the aforesaid deed from the Hagers; thence turn to the left and run Westerly along Northern boundary of the property conveyed to Jackie Ray Lucas and Deborah Joan Lucas by the aforesaid deed from the Hagers 210 feet, more or less, to point of beginning; being situated in Shelby County, Alabama.

Parcel II

Commence at SW corner of SW1/4 of NE1/4, Section 7, Township 24 North, Range 13 East and run East along South boundary of said 1/4-1/4 Section a distance of 600 feet to a point; thence turn to the left and run Northerly parallel with the Western boundary of said 1/4-1/4 Section a distance of 234 feet to a point is the NW corner of the Burnett lot, being the point of beginning; thence continue North parallel with the Western boundary of said 1/4-1/4 Section and along the Western boundary of the lot conveyed to Jackie Ray Lucas and Deborah Joan Lucas by Walter James Hager and Martha Elaine Hager, an extension thereof, a distance of 1086 feet, more or less, to a point on the Northern boundary of said 1/4-1/4 Section; thence turn to the left and run Westerly along the Northerly boundary of said 1/4-1/4 Section 290 feet to a point; thence turn to the left and run Southerly parallel with the Western boundary of said 1/4-1/4 Section a distance of 1086 feet to a point; thence turn to the left and run East parallel with the Southern boundary of said 1/4-1/4 Section a distance of 390 feet, more or less, to point of beginning; being situated in Shelby County, Alabama.

Parcel III

A parcel of land situated in the SW1/4 of the NE1/4, Section 7, Township 24 North, Range 13 East, Shelby County, Alabama; described as follows:

From the SW corner of the SW1/4 of the NE1/4, Section 7, Township 24 North, Range 13 East, run East along the South boundary line of said forty 600 feet to a point; thence run North 24 feet, more or less, to the North right of way line of Shelby County paved road No. 89 and the point of beginning. From the beginning point thus established, run North and parallel to the West boundary line of said forty 790 feet to a point thence run East and parallel to the North boundary line of said forty 210 feet to a point; thence run South and parallel to the West boundary line of said forty 790 feet, more or less, to the North right of way line of said road; thence run West along said North right of way line 210 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and Except the following:

A portion of the SW1/4 of the NE1/4 of Section 7, Township 24 North, Range 13 East more particularly described as follows:  
Begin at the SW corner of the SW1/4 of the NE1/4 of Section 7, Township 24 North, Range 13 East and run Easterly along the South side of the said 1/4-1/4 for 600.00 feet, then turn an angle of 89 deg, 30 min, to the left and run Northerly for 24.01 feet to the point of beginning (said point also being on the North 80 foot right of way of Shelby County Road No. 89). Then continue along the last described course running Northerly and parallel to the West side of the said 1/4-1/4 for 210 feet, then turn an angle of 89 deg, 30 min, to the right and run Easterly and parallel to the south side of the said 1/4-1/4 for 210 feet, then turn an angle of 90 deg, 30 min, to the right and run Southerly and parallel to the West side of the said 1/4-1/4 for 210.42 feet to a point on the North 80 foot right of way of Shelby County Road No. 89; then turn 89 deg, 36 min, 46 Sec, to the right and run Westerly along the North 80 foot right of way of said road for 210 feet back to the point of beginning; being situated in Shelby County, Alabama.

Parcel IV

ALSO, a perpetual non-exclusive easement over and across the East 60 feet of the hereinafter described property, which said easement shall be for the purpose of ingress and egress to and from grantee's property and for the installation of utilities. Said easement being more particularly described as follows:

An easement 60 feet in width over the East 60 feet of the hereinafter described property: A tract of land situated in the SW1/4 of the NE1/4 of Section 7, Township 24 North, Range 13 East, Shelby County, Alabama, more particularly described as follows: Commence at the SW corner of the SW1/4 of the NE1/4 of Section 7, Township 24 North, Range 13 East, Shelby County, Alabama, and run North along the West line of said 1/4 1/4 Section a distance 236.6 feet to a point of intersection with the Northerly right of way line of a public road, County Road No. 89, said point of intersection being the point of beginning of herein described property; thence continue along the West line of said 1/4 1/4 Section 177.5 feet; thence right 63 deg, 41 min, and run Northeasterly a distance of 233.16 feet; thence right 116 deg, 19 min, and run South 281.74 feet; thence left 90 deg, 20 min, and run East 391.0 feet; thence right 90 deg, 20 min, and run South 220.0 feet to a point of intersection with the North line of said public road, County Road No. 89; thence West along the North right of way line of said road a distance 125.0 feet to a point of curve to the right, said curve having a central angle of 50 deg, 00 min, and radius of 584.91 feet; thence along arc of said curve 510.43 feet to point of beginning; being situated in Shelby County, Alabama.

Debbie B. Lucas and Deborah Joan Lucas are one and the same person.

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