



## JEFFERSON TITLE CORPORATION

This instrument was prepared by P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

V. Edward Freeman, II

(Name) Stone, Patton, Kierce & Freeman

118 N. 18th Street

(Address) Bessemer, Alabama 35020

### MORTGAGE—

STATE OF ALABAMA

SHELBY

COUNTY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

### CORRECTIVE MORTGAGE

DONALD EDWARD PATTERSON and wife, DONNA FAYE PATTERSON

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

THOMAS WILLIAM KIRKPATRICK and wife, ANGELIKA E. KIRKPATRICK

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

of Thirty thousand and 00/100----- Dollars  
( \$ 30,000.00 ), evidenced by

promissory note of even date herewith bearing interest and payable  
in manner set out in said note.

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,

Donald Edward Patterson and Donna Faye Patterson

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 Attached Exhibit A

This mortgage is executed to obtain signatures of Mortgagors not obtained on  
instrument of record in Inst. # 1995-00121 in the Office of the Judge of Probate  
Shelby County, Alabama.

THIS IS A PURCHASE MONEY MORTGAGE.

Inst # 1997-12994

04/28/1997-12994  
11:58 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 REC

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

Inst # 1997-12994

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

Donald Edward Patterson and Donna Faye Patterson  
have hereunto set their signature and seal, this 30th day of

December, 19 94

X Donald Edward Patterson (SEAL)

X Donna Faye Patterson (SEAL)

Donna Faye Patterson (SEAL)

(SEAL)

THE STATE of ALABAMA

Jefferson

COUNTY }

I, the undersigned authority  
hereby certify that

, a Notary Public in and for said County, in said State,

Donald Edward Patterson and Donna Faye Patterson  
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

7th

day of

April

19 97

My Commission Expires: 4-28-97

Notary Public.

THE STATE of

COUNTY }

I,  
hereby certify that

, a Notary Public in and for said County, in said State,

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 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

TO

MORTGAGE DEED

Recording Fee \$

Deed Tax \$

This form furnished by



JEFFERSON TITLE CORPORATION

P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8000

## PARCEL I

Begin at the Northwest corner of the Northwest quarter of the Southeast quarter of Section 25, Township 20 South, Range 1 East, Shelby County, Alabama, thence run Southerly along the West line of said quarter-quarter a distance of 529.73' to a point, thence turn an angle of  $93^{\circ}-24'$  left and run Easterly a distance of 164.40' to a point, thence turn an angle of  $90^{\circ}-00'$  left and run Northerly a distance of 25.0' to a point, thence turn an angle of  $92^{\circ}-23'$  right and run Easterly a distance of 209.07' to a point, thence turn an angle of  $35^{\circ}-00'$  left and run Northeasterly a distance of 125.65' to a point, thence turn an angle of  $53^{\circ}-55'$  left and run Northerly a distance of 456.20' to a point, thence turn an angle of  $92^{\circ}-30'$  left and run Westerly along the North line of said quarter-quarter a distance of 473.80' to the point of beginning.

## PARCEL II

Commence at the N.W. Corner of the NW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 25, Township 20 South, Range 1 East, Shelby County, Alabama, thence run Easterly along the North line of said quarter-quarter 473.80 feet to the point of beginning of the property being described, thence continue along last described course 80.0 feet to a point, thence  $24^{\circ}$  degrees 30 minutes right and run Southeasterly 385.88 feet to a point, thence  $68^{\circ}$  degrees 0 minutes right and run Southerly 115.14 feet to a point, thence  $90^{\circ}$  degrees 0 minutes right and run Westerly 477.70 feet to a point, thence  $90^{\circ}$  degrees 0 minutes and run Northerly 456.20 feet to the point of beginning.

## LESS AND EXCEPT:

Commence at the NE corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 25, Township 20 South, R 1 East, Shelby County, Alabama, and run thence Westerly along the North line of said  $\frac{1}{4}$  Section a distance of 773.01 feet to a point; thence turn a deflection angle of  $155^{\circ} \text{ deg. } 17' 27''$  left and run Southeasterly along the South right of way line of an Alabama Power Company right of way a distance of 225.70 feet to the point of beginning of the property being described; thence continue along last described course along said Power Company right of way line a distance of 159.73 feet to a point; thence turn a deflection angle of  $67^{\circ} \text{ deg. } 43' 22''$  right and run Southerly a distance of 314.39 feet to a point; thence turn a deflection angle of  $90^{\circ} \text{ deg. } 11' 02''$  right and run Westerly a distance of 353.00 feet to a point; thence turn a deflection angle of  $110^{\circ} \text{ deg. } 34' 47''$  right and run Northeasterly a distance of 426.42 feet to point of beginning, containing 2.0 acres and marked on each corner with a steel pin pipe. Property is subject to any and all easements, agreements, restrictions, right of way and/or limitations of probated record or applicable law.

Inst # 1997-12994

04/28/1997-12994  
11:58 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 NCB 14.50