

This instrument was prepared by

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Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

MICHAEL L. MOATS and wife, CAROL MOATS,

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

JOHN E. RICE and wife, AILENE RICE,

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

of TEN THOUSAND AND NO/100-----Dollars
(\$ 10,000.00), evidenced by a real estate mortgage 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,

Michael L. Moats and wife, Carol Moats,

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", FOR LEGAL DESCRIPTION.

Inst # 1997-15592

05/19/1997-15592
02:35 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DQA HCD 31.00

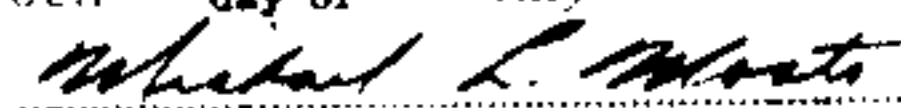
Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

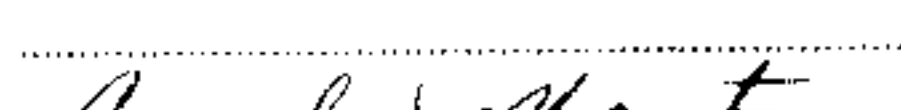
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To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments 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
MICHAEL L. MOATS and wife, CAROL MOATS,

have hereunto set their signatures and seal, this 16th day of May, 1997.
 (SEAL)
Michael L. Moats

 (SEAL)
Carol Moats

(SEAL)

THE STATE of ALABAMA }
SHELBY COUNTY }
I, the undersigned authority, a Notary Public in and for said County, in said State,
hereby certify that Michael L. Moats and wife, Carol Moats,
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 16th day of May, 1997.
My Commission Expires: 10/16/2000  Notary Public.

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 FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama

EXHIBIT "A"
LEGAL DESCRIPTION LOT 8

A parcel of land in the southwest quarter of the northwest quarter of Section 18, Township 24 North, Range 16 East, being a part of the same land described in a description to John and Ailene Rice, recorded in Deed Book 272, at Page 491 of the real property records of Shelby County, Alabama, being more particularly described as follows:

Commencing at the northwest corner of the southwest quarter of the northwest quarter of Section 18, Township 24 North, Range 16 East;

Thence N 89°51'51" E, a distance of 311.98 feet, to the center of Paradise Circle;

Thence along the centerline of Paradise Circle the following bearings and distances;

S 5°22'51" W, a distance of 193.75 feet,

S 9°21'09" E, a distance of 156.17 feet,

S 28°16'09" E, a distance of 194.68 feet;

Thence along the centerline of a private easement as described, on the Map of Rice Acres, Sector II, as described in Map Book 5, at Page 68, the following bearings and distances;

S 15°07'09" E, a distance of 160.16 feet,

S 34°16'09" E, a distance of 59.06 feet,

S 8°48'09" E, a distance of 158.75 feet;

Thence along an existing paved road, the following courses,

S 1°57'45" E, a distance of 40.40 feet,

S 8°57'22" E, a distance of 77.22 feet,

S 2°10'46" E, a distance of 42.94 feet;

S 4°26'39" E, a distance of 60.13 feet,

S 4°29'58" E, a distance of 65.22 feet,

S 6°12'50" E, a distance of 155.64 feet,

Thence along a curve to the right, having a radius of 44.87 feet, an arc length of 70.48 feet to the **Point of Beginning**;

Thence, continuing along said road, along a curve to the right, having a radius of 133.42 feet, an arc length of 76.42 feet;

Thence S 24°15'06" W, a distance of 136.56 feet to elevation 397.00', on the shore of Lay Lake;

Thence along said elevation and shore the following bearings and distances;

S 46°23'59" E, a distance of 17.83 feet,

S 58°31'43" E, a distance of 50.44 feet,

S 44°00'35" E, a distance of 37.33 feet,

S 39°02'04" E, a distance of 7.68 feet;

Thence N 13°25'19" E, a distance of 187.74 feet to the Point of Beginning. The Herein described Parcel of land.

SEE ATTACHED FOR CONTINUATION OF LEGAL DESCRIPTION

CONTINUATION OF LEGAL DESCRIPTION

EASEMENT DESCRIPTION

Commencing at the northwest corner of the southwest quarter of the northwest quarter of Section 18, Township 24 North, Range 16 East;

Thence S 89°51'51" W, a distance of 311.98 feet, to the center of Paradise Circle;

Thence along the centerline of Paradise Circle the following bearings and distances;

S 5°22'51" W, a distance of 193.75 feet,
S 9°21'09" E, a distance of 156.17 feet,
S 28°16'09" E, a distance of 194.68 feet, to the **Point of**

Beginning;

Thence along the centerline of a 30' private easement as described, on the Map of Rice Acres, Sector 11, as described in Map Book 5, at Page 68, the following bearings and distances;

S 15°07'09" E, a distance of 160.16 feet,
S 34°16'09" E, a distance of 59.06 feet,
S 8°48'09" E, a distance of 158.75 feet;

Thence beginning a 20' wide easement, along an existing paved road, the centerline described by the following courses,

S 1°57'45" E, a distance of 40.40 feet,
S 8°57'22" E, a distance of 77.22 feet,
S 2°10'46" E, a distance of 42.94 feet;
S 4°26'39" E, a distance of 60.13 feet,
S 4°29'58" E, a distance of 65.22 feet,
S 6°12'50" E, a distance of 155.64 feet,

Thence along a curve to the right, having a radius of 44.87 feet, an arc length of 70.48 to the Point of Beginning.

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