

This instrument was prepared by MARK PIERCE

NAME FIRST FAMILY FINANCIAL SERVICES, INC.

ADDRESS 3593 PELHAM PKWY STE 102, PELHAM, AL 35124

SOURCE OF TITLE FIRST TITLE CORPORATION

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

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MORTGAGE

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

SHELDON WAYNE GOTHARD & LORRI M GOTHARD HUSBAND AND WIFE

(hereinafter called "Mortgagors", whether one or more) are justly indebted to FIRST FAMILY FINANCIAL SERVICES, INC.

(hereinafter called "Mortgages", whether one or more) in the sum of SIXTEEN THOUSAND FIVE HUNDRED SIXTEEN AND 84/100 Dollars

(\$ 16516.84) Dollars, together with finance charges as provided in said Note And Security Agreement executed on even date herewith and payable according to the term of said Note And Security Agreement until such Note And Security Agreement is paid in full. And Whereas, Mortgagors agree, 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, 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 EXHIBIT "A"

Inst # 1997-16104

05/23/1997-16104  
09:45 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MC3 40.90

This mortgage and lien shall secure not only the principal amount hereof but all future and subsequent advances to or on behalf of the Mortgagors, whether directly or acquired by assignment, and the real estate herein described shall be security for such debts to the extent even in excess thereof of the principal amount hereof.

If the Mortgagor shall sell, lease or otherwise transfer the mortgaged property or any part thereof, without the prior written consent of the Mortgagee, the Mortgagee shall be authorized to declare at its option all or any part of such indebtedness immediately due and payable.

If the within mortgage is a second mortgage, then it is subordinate to that certain prior mortgage as recorded in Vol. 1996 at Page

30427 in the Office of the Judge of Probate of SHELBY County, Alabama, but this mortgage is subordinate to said prior mortgage only to the extent of the current balance now due on the debt secured by said prior mortgage. The within mortgage will not be subordinated to any advances secured by the above described prior mortgage. If said advances are made after today's date, Mortgagor hereby agrees not to increase the balance owed that is secured by said prior mortgage. In the event the within Mortgagor should fail to make any payments which become due on said prior mortgage, or should default in any of the other terms, provisions and conditions of said prior mortgage, then such default under the prior mortgage shall constitute a default under the terms and provisions of the within mortgage, and the Mortgagee herein may, at its option, declare the entire indebtedness due hereunder immediately due and payable and the within mortgage subject to foreclosure. The Mortgagee herein may, at its option, make, on behalf of Mortgagor, any such payments which become due on said prior mortgage, or incur any such expenses or obligations, on behalf of Mortgagor, in connection with the said prior mortgage, in order to prevent the foreclosure of said prior mortgage, and all such amounts so expended by the within Mortgagee on behalf of Mortgagor shall become a debt to the within Mortgagee, or its assigns, additional to the debt hereby secured, and shall be covered by this mortgage, and shall bear interest from date of payment by the within Mortgagee, or its assigns, at the same interest rate as the indebtedness secured hereby and shall entitle the within Mortgagee to all of the rights and remedies provided herein, including at Mortgagee's option, the right to foreclosure this mortgage.

The mortgage may be paid in full at any time on or before due date.

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

*First Title*

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 againsts 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's interest may appear, and to promptly deliver said policies, or any renewal of said 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 amount 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 at the same interest rate as the indebtedness secured hereby 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 Mortgagee may have expended, 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 shall 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, but with or without first taking possession, after giving thirty 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 such attorney's fees as are allowed by law; 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

IN WITNESS WHEREOF the undersigned Mortgagors have hereunto set their signatures and seals this 22ND day of MAY 19 97

"CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT"

*Sheldon Wayne Gothard* (SEAL)  
SHELDON WAYNE GOTHARD  
*Lorri M Gothard* (SEAL)  
LORRI M GOTHARD

THE STATE OF ALABAMA  
SHELBY COUNTY

I, THE UNDERSIGNED, a Notary Public in and for said County, in said State, hereby certify that SHELDON WAYNE GOTHARD & LORRI M GOTHARD

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 22ND day of MAY 19 97

Notary Public *[Signature]*  
STATES @ Large  
Commission Expires 4-21-2001

MORTGAGE

TO

THE STATE OF ALABAMA  
County  
OFFICE OF JUDGE OF PROBATE

1. Judge of Probate in and for said County and State, do hereby certify that the foregoing conveyance was filed in my office for registration on the day of 19 at o'clock M., and duly recorded in Mortgage Book No. Page Given under my hand this day of 19

Judge of Probate	
AMOUNT OF FEES	
For Recording	\$
For Taxes	\$
TOTAL	\$
Judge of Probate	

**EXHIBIT "A" (cont'd)**

ALSO LESS AND EXCEPT: Commence at the SW corner of the SE 1/4 of SW 1/4 of Section 14, Township 21 South, Range 3 West and in a Northerly direction along the West line of said of-quarter-quarter run a distance of 327.31 feet, to the North right-of-way line of Smokey Road; thence turn an angle of 125 degrees 45 minutes to the right along said right of way line for a distance of 207.83 feet; thence turn an angle of 0 degrees 53 minutes to the left along said right of way for a distance of 4.58 feet, thence turn an angle of 81 degrees 37 minutes to the left along the Westerly boundary line of the Jim M. Lawley property for a distance of 396.52 feet; thence turn an angle of 29 degrees 42 minutes to the right for a distance of 144.0 feet; thence turn an angle of 6 degrees 56 minutes to the left for a distance of 207.63 feet to the NW corner of the Arlin C. Isbell and wife, Pauline Isbell property, thence turn an angle of 124 degrees 27 minutes to the right along the West boundary line of said property for a distance of 210.84 feet to the point of beginning; thence continue along the same said course for a distance of 200.0 feet to the North right of way line of Smokey Road; thence turn an angle of 117 degrees 36 minutes to the left along said right of way for a distance of 100.0 feet; thence turn an angle of 62 degrees 24 minutes to the left and parallel to the West line of the above said Isbell property for a distance of 200.0 feet; thence turn an angle of 117 degrees 36 minutes to the left and parallel to the North right of way line of Smokey Road for a distance of 100.0 feet to the point of beginning. Situated in Shelby County, Alabama.

ALSO LESS AND EXCEPT that portion conveyed to William F. and Mary Gothard as recorded in Instrument #1994-24532, in Probate Office.

ALSO LESS AND EXCEPT: The following described real estate, situated in Shelby County, Alabama, to wit:

Commence at the S.E. corner of the SE 1/4-SW 1/4 of Section 14, TSP-21S, R-3W, Shelby County, AL; Thence North 260 feet to an iron pin on the North R.O.W. of a County Paved Road; Thence West along said North R.O.W. line 180 feet to an iron pin which is the P.O.B.; Thence N 83 degrees 13 minutes 30 seconds W. along said north R.O.W. 35 feet to an iron pin; Thence N 1 degree 48 minutes 18 seconds E, 83.31 feet to an iron pin; Thence N 55 degrees 14 minutes 45 seconds W, 107.03 feet to an iron pin; Thence N-2 degrees 04 minutes 15 seconds E, 271.04 feet to an iron pin; Thence S-90 degrees 00 minutes 00 seconds E, 135 feet to an iron pin; Thence S 3 degrees 22 minutes 30 seconds W, 420 feet to an iron pin which is located on the North R.O.W. of a County Paved Road and also the P.O.B. Parcel of land located in the SE 1/4-SW 1/4 Sec. 14, T-21S, R-3W, Shelby County, Alabama.  
PARCEL ID NUMBER 23-6-14-3-001-016  
ADDRESS: 205 SMOKEY ROAD, ALABASTER, AL



**EXHIBIT "A"**

NOTE: The following description corrects the description contained in Deed Book 183, Page 217 of the Office of the Judge of Probate of Shelby County, Alabama.

Begin at a point 333.0 feet North of the SW corner of the SE 1/4 of the SW 1/4 of Sec. 14, Township 21, Range 3 West at an iron stake on North side of Smoky Road and run Eastward along said road 840.0 feet to point of beginning of parcel of land herein conveyed, and run North 420.0 feet, thence East 210 feet more or less to a point, thence South 420.0 feet more or less, to the North boundary of Smoky Road; thence West along said road 210.0 feet to point of beginning, and situated in the SE 1/4 of the SW 1/4 of Sec. 14, Township 21, Range 3 West in Shelby County, Alabama, as recorded in Deed Book 183, Page 217, in the Office of Judge of Probate, Shelby County, Alabama.

ALSO: Beginning 1050 feet from West line on Smokey Road of the SE 1/4 of SW 1/4, Section 14, Township 21, Range 3 West, running East along said Smokey road 210 feet. Thence North 420 feet, thence West 210 feet, thence South 420 feet to point of beginning on Smokey Road, as recorded in Deed Book 128, Page 243 in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT: Commence at the SW corner of SE 1/4 of SW 1/4 of Section 14, Township 21 South, Range 3 West. and in a Northerly direction along the West line of said Quarter Quarter Section, run a distance of 327.31 feet to the North right of way line of Smokey Road; thence turn an angle of 125 degrees 45 minutes to the right and along said right of way line for a distance of 207.83 feet; thence turn an angle of 0 degrees 53 minutes to the left along said right of way for a distance of 4.58 feet; thence turn an angle of 81 degrees 37 minutes to the left along the Westerly boundary line of the Jim M. Lawley property for a distance of 396.52 feet; thence turn an angle of 29 degrees 42 minutes to the right for a distance of 144.0 feet; thence turn an angle of 6 degrees 56 minutes to the left for a distance of 207.63 feet to the NW corner of the Arlin C. Isbell and wife, Pauline Isbell property, which is the point of beginning of the land herein described; thence turn an angle of 124 degrees 27 minutes to the right along the West boundary line of said property for a distance of 210.84 feet to a point constituting the NW corner of the lot heretofore conveyed grantee herein by Guaranty Savings and Loan Association by deed recorded in the Probate Office of Shelby County, Alabama in Deed Book 240, page 756, herein after called Atkins lot; thence turn an angle of 117 degrees 36 minutes left and run thence Northeasterly along the North boundary of said Atkins lot 100 feet; thence turn an angle of 117 degrees 36 minutes right and run Southerly along East boundary of said Atkins lot 200 feet to point on North boundary of Smokey Road; thence turn an angle of 117 degrees 36 minutes left and run Northeasterly along said road 34 feet to a point; thence turn an angle of 62 degrees 24 minutes left and run Northerly, parallel with said Atkins lot 410.84 feet to point on North boundary of the A.C. Isbell and Pauline Isbell property which point is 134 feet from beginning point measured along North boundary of said Isbell property; thence run Westerly along North boundary of said Isbell property 134 feet to point of beginning. as recorded in Deed Book 242 Page 55, Probate Office, Shelby County, Alabama.

Inst # 1997-16104

05/23/1997-16104  
05:45 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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