## THIS INSTRUMENT PREPARED BY:

John S. Somerset-SUDDERTH & SOMERSET

ADDRESS 5385 1st Avenue, North

Birmingham, AL 35212

MORTGAGE - ALABAMA TITLE CO., INC., Birmingham, Alabama

## State of Alabama

COUNTY Shelby .

Ail Man By Choos Prosents, that whereas the undersigned

Larry Carraway and Devry Carraway

Brad Reed justly indebted to

FOURTEEN THOUSAND AND NO/100 DOLLARS (\$14,000.00) in the sum of

evidenced by his promissory note of even date herewith

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Note Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Larry Carraway and Devry Carraway

Brad Reed do, or does, hereby grant, bargain, sell and convey unto the said

(hereinafter called Mortgagee) the following described real property situated in

She1by County, Alabama, to-wit:

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A parcel of land located in the SW ¼ of the SW ¼ of Section 1, Township 22 South, Range 1 West, Shelby County, Alabama; being more particularly described as follows: Commence at the SW corner of the SW 14 of the SW 14 of Section 1, Township 22 South, Range 1 West, and run North along the West line thereof 470.00 feet to the point of beginning; thence continue along the last described course 841.80 feet; thence 89 deg. 26 min. 20 sec. right and run East 224.95 feet to the Westerly right of way line of Egg & Butter Road; thence 89 deg. 57 min: 47 sec. right and run Southerly along said right of way 241.92 feet; thence 5 deg. 35 min. 18 sec. left and continue along said right of way line 126.52 feet; thence 3 deg. 18 min. 07 sec. left and continue along said right of way line 457.79 feet; thence 95 deg. 00 min. 38 sec. left and run 317.53 feet to the point of beginning; being situated in Shelby County, Alabama.

Subject to a non-exclusive 60-foot easement, the centerline of which is described as follows: Commence at the SW corner of the SW ¼ of the SW ¼ of Section 1, Township 22 South, Range 1 West, and run North along the West line thereof 800.64 feet to the point of beginning; thence 76 deg. 49 min. 45 sec. right and run 139.18 feet; thence 33 deg. 36 min. 42 sec. left and run 70.93 feet; thence 25 deg. 18 min. left and run 68.52 feet; thence 39 deg. 35 min. 46 sec. right and run 34.41 feet to the Westerly right of way line of Egg & Butter Road, and the point of ending of said easement; being situated in Shelby County, Alabama.

This is a second wraparound mortgage, and includes the balance of a first mortgage recorded in Inst. #1992-18063 in the approximate balance of \$3,762.00, which the mortgagee will continue to pay.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies, to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fall to deliver said insurance policies to said Mortgagee then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, astessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays saidindebtedness, and reimburses said Mortgagee for any amounts Mortfagee, may have expended for laxes, assessments and insurance, and the interest thereon, then this conveyance to be null and vold, but should default be made in the payment of any sum expended by the said Mortgages, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgages in said property become indangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this morigage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Morttagee shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving Iwenty-one days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper pub-Eshed in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem bast, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

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on, Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured, at the date of said saie, but no interest shall be collected beyond the day of saie; and fourth, the remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagoe may bid at said saie and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such saie is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagoe for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.  It is expressly understood that the word "Mortgagoe" wherever used in this mortgago refers to the person, or to the corporation named as grantee or grantees in the granting clause herein.  Any estate or interest herein conveyed to said Mortgagoe, or any right or power granted to said Mortgagoe in or by this mortgago is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagoe, or to the successors and	
agents and assigns of said Mortgagee, if a corporation.	
IN WITNESS WHEREOF, we have hereunto set our	hands and seals
on this the 5 day of Secure	190
WITNESSES:	The Carrier of
	(Seel)
	Larry Carraway
	(Seal)
	Devry Carraway ( : (Scal)
	(Seal)
<u></u>	
STATE OF	ral Acknowledgement
	LEI VCKUOMIGGRemenc
Jefferson County	
I, the undersigned,	, a Notary Public in and for said County in said State.
hereby certify that Larry Carraway and Devry Carra	away
whose name is signed to the foregoing conveyance, and who is	
formed of the contents of the conveyance he executed the same	<b></b>
Given under my hand and official seal this Seday of	June 19 97
	Notary Public.
	5/11/49
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STATE OF Corpo	orate Acknowledgement
COUNTY OF	k.
<b>!</b> .	a Notary Public in and for said County, in
said State, hereby certify that	
whose name as  President 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 the conveyan	ice, he, as such officer and with the administry, excepted
the same voluntarily for and as the act of said corporat	
Given under my hand and official seal, this the	day of , 19
	# 1997-18117
	Netery Public
	<b></b>
	6/10/1997-18117 6/10/1997-18117
	116 API OF CONTACTE
	WELBY COUNTY JUDGE OF PROMISE
	002 MCD 32.00
	- O 5 %
	This form Furnish  AMA TITLE  2233 SECOND AVE  RIRMINGHAM, ALABA
	The Formal Report of the Park Formal Report
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