



JEFFERSON TITLE CORPORATION

This instrument was prepared by

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(Name) Holliman, Shockley & Kelly
2491 Pelham Parkway
(Address) Pelham, AL 35124

1997-42584
INS

MORTGAGE—

STATE OF ALABAMA

SHELBY COUNTY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas, Kenneth M. Graves
a married man

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

Anthony C. Jones

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

of Sixty-Five Thousand and no/100----- Dollars
(\$ 65,000.00), evidenced by

One Promissory note of even date herewith payable according to the terms and
conditions as set forth therein.

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,

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" attached hereto and made a part hereof as if set forth in
full herein for the complete legal description of the property being conveyed
by this instrument.

The proceeds of this mortgage loan have been applied toward the purchase
price of the property described herein, conveyed to the mortgagors
simultaneously herewith.

The property being mortgaged does not constitute the homestead of the mortgagor or
his spouse.

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

Form ALA-M—

12/31/1997-42584
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SHELBY COUNTY JUDGE OF PROBATE
003 MCD 111.00

Upon condition, however, that if the said Mortgagee 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, in 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 twice 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 Mortgagee 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.

have been set

signature

and on 12th

12th

December

97

Kenneth M. Graves

(DEAL)

(REAL)

(SUL)

(BIAL)

COUNTY

1. JAMES A. HOLLIMAN

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

hereby certify that

Kenneth M Graves

whose name / S signed to the foregoing conveyance, and who / S

known to me acknowledged before me on this day, that being

Informed of the contents of the conveyance

executed the same voluntarily on the day the same bears died.

Given under my hand and official seal this

3-12-2001

day of December

.. 19 97

Notary Public.

THE STATE of

COUNTY

1.

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

hereby certify that

whose name is

of

whose name as _____, 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

MORTGAGE DEED

Remember You :

FRID

大正十三年

IRVINGSON TITLE CORPORATION

學問之進步。實賴此種精神。

EXHIBIT "A"

Parcel I

A portion of the SE 1/4 of the SW 1/4 of Section 25, Township 20 South, Range 3 West, described as follows:

Begin at the SE corner of Lot 2 of Circle Hill Subdivision, as recorded in Map Book 5 page 112, in the Probate Judge's Office of Shelby County, Alabama. (said SE corner of Lot 2 is also the SE corner of the Lot 2-A of a Re-survey of Circle Hill Subdivision, as recorded in the Probate Office of Shelby County, Alabama.); from said point of beginning run northeasterly along the east side of Lot 2 of said subdivision for 192.00 feet to a point on the Southwest right of way of Shelby County road No. 68; thence turn an angle of 90 deg. 00 min. to the right and run southeasterly along the said right of way for 35.80 feet to the point of beginning of a tangent curve concave southwesterly and having a radius of 349.73 feet; thence continue southeasterly along the said curved right of way through a central angle of 6 deg. 58 min. 33 sec. for 42.54 feet; thence turn an angle from the chord of said curve segment of said right of way of 91 deg. 22 min. 05 sec. to the right and run Southwesterly along the West side of a 50 foot wide access easement for 233.78 feet to a point on the North side of a water tank site owned by the City of Alabaster; thence turn an angle of 90 deg. 00 min. to the right and run Northwesterly along the North side of said tank site for 58.58 feet to a point on the East side of Lot 3-A of Circle Hill Subdivision; thence turn an angle of 85 deg. 08 min. 38 sec. to the right and run Northeasterly along the East side of Lot 3-A for 38.53 feet back to the point of beginning. Situated in the Town of Alabaster, Shelby County, Alabama.

Parcel II

Part of the SE 1/4 of the SW 1/4 of Section 25, Township 20 South, Range 3 West, described as follows:

From the SW corner of said 1/4-1/4 Section, run in an easterly direction along the South line of said 1/4 -1/4 Section for a distance of 77.98 feet; thence turn an angle to the left of 75 deg. 33 min. 30 sec. and run in a northeasterly direction along the East line of Lots 14, 15, 16, 17 & 18, in Block 3, Re-survey of George's Subdivision of Keystone, Sector 3, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 4 page 33 for a distance of 460.0 feet; thence turn an angle to the right of 87 deg. 45 min. 30 sec. and run in a southeasterly direction for a distance of 280.40 feet; thence turn an angle to the left of 73 deg. 47 min. and run in a northeasterly direction for a distance of 190.03 feet; thence turn an angle to the right of 88 deg. 16 min. 30 sec. and run in a southeasterly direction 78.0 feet to the point of beginning; thence turn an angle to the left of 28 deg. 37 min. and run in an easterly direction for a distance of 138.06 feet, more or less, to a point on the Northwest right of way line of Hickory Hill Drive; thence turn an angle to the left and run northerly along the West right of way line of Hickory Hill Drive to its intersection with South right of way line of County Highway #68; thence northwesterly along the South right of way line of County Highway #68 to its intersection with East line of a 50 foot easement as condemned by Town of Alabaster in Probate Minutes 32 page 655 in the Probate Office; thence in a southerly direction along the East line of said easement to the North line of Water Tank Lot, as condemned by Town of Alabaster in Probate Minutes 32 page 655 in Probate Office; thence southeasterly along said Water Tank Lot to its Northeast corner; thence southwesterly along the East line of said Water Tank Lot to the point of beginning. Situated in Shelby County, Alabama.

Mineral and mining rights excepted.

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