

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,

John P. Mooney and wife, Rhonda Renae Mooney

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

Jack Shaw and Minnie Lee Shaw

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

of Twenty Eight Thousand and no/100 -----Dollars
(\$ 28,000.00), evidenced by A Real Estate Note/Mortgage of even date

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,

John P. Mooney and wife, Rhonda Renae Mooney

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

From a concrete monument accepted as the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 12, Township 19 South, Range 1 West, also being the Point of Beginning, run east along the north line of said 1/4-1/4 a distance of 793.85 feet to a 1/2" capped rebar; thence right 88 degrees 31 minutes 14 seconds a distance of 227.71 feet to a 3/8" rebar in the middle of a dirt road; thence right 80 degrees 13 minutes 52 seconds along said road a distance of 192.27 feet to a 1/2" capped rebar; thence left 35 degrees 55 minutes 41 seconds a distance of 309.85 feet to a 1/2" capped rebar; thence right 83 degrees 08 minutes 01 second a distance of 183.49 feet to a 1/2" capped rebar; thence left 31 degrees 31 minutes 01 second a distance of 108.13 feet to a 1/2" capped rebar; thence left 11 degrees 38 minutes 14 seconds a distance of 127.15 feet to a 1" pipe; thence right 94 degrees 33 minutes 43 seconds a distance of 392.63 feet to the point of beginning.

LESS AND EXCEPT an easement for a dirt road known as Cross Creek Drive on the west and south boundary of said property.

According to the survey of Van Marcus Peavy, Ala. Reg. No. 16681, dated September 20, 1996.

This note/mortgage shall terminate and be released upon the death of the survivor of Jack Shaw and Minnie Shaw.

Inst # 1998-06856

03/02/1998-06856
08:38 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

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

1998-06856

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

John P. Mooney and wife, Rhonda Renae Mooney
have hereunto set their signature^S and seal, this 27 day of February, 19 98

John P. Mooney (SEAL)
John P. Mooney
Rhonda Renae Mooney (SEAL)
Rhonda Renae Mooney (SEAL)
..... (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 John P. Mooney and Rhonda Renae Mooney

whose name^S assigned 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 27 day of February, 19 98
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

Inst # 1998-06856

03/02/1998-06856
08:38 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HCD 53.00

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