

THIS INSTRUMENT PREPARED BY:

I. RIPON BRITTON, JR.
900 Park Place Tower
2001 Park Place North
Birmingham, AL 35203

Inst # 1998-15452

04/29/1998-15452
MORTGAGE
12:58 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 SMA 63.75

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned SIDNEY M. CARROLL, justly indebted to BERNIS HOWARD in the sum of THIRTY-THREE THOUSAND FOUR HUNDRED THIRTY-SIX AND 77/100 DOLLARS (\$33,436.77) evidenced by a promissory note of even date hereof; and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, SIDNEY M. CARROLL, do hereby grant, bargain, sell and convey unto the said BERNIS HOWARD, (hereinafter called Mortgagee) the following described real property situated in SHELBY County, Alabama, to-wit:

SEE ATTACHED LEGAL DESCRIPTION MARKED EXHIBIT "A"

It is understood and agreed that this is a second mortgage.

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 fail 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, assessments 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 said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, 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 mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, 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 encumbrances, 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale 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 Mortgagee 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 "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 28 day of April, 1998.

WITNESSES:

Paula M. McCoy

Sidney M. Carroll
SIDNEY M. CARROLL

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that SIDNEY M. CARROLL, whose name is signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28 day of April, 1998.

Paula P. McCoy
Notary Public

My Commission expires: 3/28/2002

EXHIBIT A

Commence at the Northeast corner of the Northeast Quarter of the Southwest Quarter of Section 2, Township 21 South, Range 1 East, Shelby County, Alabama; thence run Westerly along the North line of said Quarter-Quarter, a distance of 1,821.87 feet to a point on the North right of way line of a private airstrip runway, thence turn an angle of 141 degrees 56 minutes 30 seconds to the left and run southeasterly along said North line of said runway a distance of 1,025.12 feet to the point of beginning of the property being described; thence continue along last described course a distance of 375.0 feet to a point; thence turn an angle of 116 degrees 31 minutes 38 seconds to the left and run Northerly a distance of 872.65 feet to a point; thence turn an angle of 101 degrees 31 minutes 52 seconds to the left and run 40.0 feet to a point; thence turn an angle of 55 degrees 26 minutes 30 seconds to the left and run southwesterly a distance of 757.53 feet to the point of beginning.

ALSO: Commence at the Northeast corner of the Northeast Quarter of the Southwest Quarter of Section 2, Township 21 South, Range 1 East, Shelby County, Alabama; thence run Westerly along the North line of said Quarter-Quarter a distance of 1,862.14 feet to a point; thence turn an angle of 51 degrees 56 minutes 30 seconds to the left and run Southwesterly a distance of 280.0 feet to the centerline of a dirt public road and the point of beginning of the access easement being described; thence turn an angle of 173 degrees 38 minutes left and run along the centerline of a gravel driveway or road a distance of 146.21 feet to the point of beginning of a curve to the right having a central angle of 90 degrees and a radius of 200.0 feet to the centerline; thence continue along arc of said road on the centerline an arc distance of 314.16 feet to the end of said curve (P.T.); thence turn an angle of 4 degrees 03 minutes left and run along said centerline of said driveway a distance of 685.50 feet to a curve to the left thence turn an angle of 15 degrees 0 minutes left and run a chord distance of 60.0 feet to the end of said curve; thence turn an angle of 31 degrees left and continue along centerline of said driveway a distance of 82.61 feet to the intersection of access easement centerline with the West line of surveyed property and the end of access easement, said easement being 20 feet in width, 10 feet on either side of just described easement.

Situated in Shelby County, Alabama.

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