

This instrument was prepared by

(Name) Michael T. Atchison, Attorney at Law

(Address) P.O. Box 822 Columbiana, Al. 35051

Form 1-1-25 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Gary Horton and wife, Kristy M. Horton

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

Erwin Horton

Gary Horton and Kristy M. Horton

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

of Twenty Two Thousand and no/100 ----- Dollars

(\$ 22,000.00 ), evidenced by A Real Estate Note/Mortgage of even date

Inst # 1998-46694

11/24/1998-46694  
08:41 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 CRH 44.00

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,

Gary Horton and wife, Kristy M. Horton

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:

A parcel of land situated in the SE 1/4 of the SE 1/4 of Section 29, Township 21 South, Range 1 West, thence run North 35 deg. 42 min. 51 sec. West run 755.13 feet to the point of beginning; thence 34 deg. 38 min. 47 sec. left run Westerly 210.00 feet; thence 90 deg. right run Northerly 210.00 feet; thence 90 deg. right run Easterly 210.00 feet; thence 90 deg. right and run Southerly 210 feet to the point of beginning; being situated in Shelby County, Alabama.

ALSO: a 30 foot easement, the centerline of which were particularly described as follows:

Commence at the SE corner of Section 29, Township 21 South, Range 1 West; thence run North 35 deg. 42 min. 51 sec. West run 755.13 feet; thence 34 deg. 38 min. 47 sec. left run Westerly 190.38 feet to the point of beginning; thence 92 deg. 51 min. 20 sec. left run Southerly 41.60 feet; thence 18 deg. 20 min. 21 sec. left run 55.47 feet; thence 8 deg. 19 min. 49 sec. right run 97.91 feet; thence 9 deg. 27 min. 22 sec. right run 94.29 feet; thence 11 deg. 11 min. 34 sec. right run 86.82 feet; thence 11 deg. 33 min. 59 sec. right run 54.25 feet; thence 18 deg. 09 min. 11 sec. right run 212.42 feet; thence 8 deg. 53 min. 28 sec. right run Southwesterly 179.86 feet; thence 7 deg. 21 min. 20 sec. left run 128.48 feet; thence 01 deg. 37 min. 11 sec. left run 400.39 feet; thence 16 deg. 58 min. 46 sec. left run 47.11 feet; thence 9 deg. 48 min. 32 sec. right run 44.51 feet; thence 18 deg. 48 min. 27 sec. right run 46.25 feet; thence 8 deg. 42 min. 50 sec. right run 87.09 feet; thence 4 deg. 49 min. 33 sec. left run 108.93 feet; thence 6 deg. 31 min. 28 sec. right run 116.04 feet to the point of beginning; being situated in Shelby County, Alabama.

THIS IS A SECOND MORTGAGE.

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

Gary Horton and wife, Kristy M. Horton

have hereunto set signature and seal, this

day of November

, 19 98

*Gary Horton* (SEAL)  
Gary Horton  
*Kristy M. Horton* (SEAL)  
Kristy M. Horton (SEAL)  
(SEAL)

THE STATE of Alabama

Shelby COUNTY }

I, the undersigned authority hereby certify that Gary Horton and Kristy M. Horton

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

whose name is 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 23<sup>rd</sup> day of November, 19 98

Notary Public.

THE STATE of

COUNTY }

I, hereby certify that

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

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*, Notary Public

Erwin Horton  
P.O. box 466  
Columbia, ALA  
35051

MORTGAGE DEED

Inst. # 1998-46694

11/24/1998-46694  
08:41 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CRH 44.00

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

Return to: