

This instrument was prepared by

(Name) Mike T. Atchison, Attorney at Law

(Address) P O Box 822, Columbiana, AL 35051

Form 1-1-82 Rev. 1-88

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

P. Stancil Handley, a married man

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

Shelby Baptist Association

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

of Ten Thousand and no/100-----Dollars  
(\$ 10,000.00 ), evidenced by a real estate mortgage note.

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,

P. Stancil Handley

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 Attached Exhibit "A" for Legal Description.

Inst # 1999-10339

03/12/1999-10339  
08:16 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
28.50

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

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

P. Stancil Handley

have hereunto set his signature and seal, this 10th day of March, 1999

(SEAL)  
(SEAL)  
P. Stancil Handley  
(SEAL)  
(SEAL)

THE STATE of ALABAMA  
SHELBY COUNTY }

I, the undersigned authority hereby certify that P. Stancil Handley, a Notary Public in and for said County, in said State,

whose name 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 conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of March, 1999.  
My Commission Expires: 10/16/2000 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

Return to:

TO

MORTGAGE DEED

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Commence at the northwest corner of the NE 1/4 of the SE 1/4, Section 25, Township 21 South, Range 1 West; thence South 89 degrees 03 minutes 30 seconds West along the Half-Section line a distance of 3341.36 feet to a point (being the northeast property corner of the government housing project); thence turn an angle of 88 degrees 49 minutes 30 seconds to the left and run South 0 degrees 14 minutes West along the East boundary of the said housing project, a distance of 1095.75 feet to a point; thence turn an angle of 89 degrees 13 minutes to the right and run South 89 degrees 27 minutes West a distance of 892.72 feet to a point on the East boundary of County Highway 47 and being the Southwest corner of the Columbiana Cemetery; thence turn an angle of 89 degrees 28 minutes to the left and run a distance of 337.34 feet to the point of beginning of the lot herein described and said point lying on the West right of way of County Highway 47; thence turn an angle of 10 degrees 42 minutes to the left and run along the west right of way line of the said County Highway 47, a distance of 125.0 feet to a point; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 100.05 feet to a point on the East right of way line of the L & N Railroad Company; thence turn an angle of 80 degrees 14 minutes to the right and run along the said East right of way line of the L & N Railroad Company, a distance of 126.84 feet to a point; thence turn an angle of 99 degrees 46 minutes to the right and run a distance of 121.56 feet to the point of beginning. Said lot is lying in the City of Columbiana, Alabama, and located in the SE 1/4 of the SE 1/4, Section 26, Township 21 South, Range 1 West.

Also, commence at the northwest corner of the NE 1/4 of the SE 1/4, Section 25, Township 21 South, Range 1 West; thence South 89 degrees 03 minutes 30 seconds West along the Half-Section line, a distance of 3341.36 feet to a point (being the northeast property corner of the government housing project); thence turn an angle of 88 degrees 49 minutes 30 seconds to the left and run South 0 degrees 14 minutes West along the East boundary of the said housing project, a distance of 1095.75 feet to a point; thence turn an angle of 89 degrees 13 minutes to the right and run South 89 degrees 27 minutes West a distance of 892.72 feet to a point on the East boundary of County Highway 47 and being the Southwest corner of the Columbiana Cemetery; thence turn an angle of 89 degrees 28 minutes to the left and run a distance of 337.34 feet to a point on the West right-of-way of County Highway 47; thence turn an angle of 10 degrees 42 minutes to the left and run along the West right-of-way line of said County Highway 47 a distance of 125.0 feet to the present Southeast Corner of the Shelby Baptist Association lot, being the point of beginning of the parcel herein described; thence continue in a Southeasterly direction along said West right-of-way line of County Highway 47 for a distance of 440 feet, more or less, to the Northeast corner of the parcel of land owned by Willie Lee Warren and wife, Myrtle D. Warren; thence proceed Westerly along the North boundary of said Warren lot for 55 feet, more or less, to the point of intersection with the old Louisville & Nashville Railroad right-of-way; thence run northwesterly along said old railroad right-of-way for 430 feet, more or less, to the Southwest corner of the present Shelby Baptist Association lot; thence run Northeasterly along the South boundary of said Shelby Baptist Association lot for 100.05 feet to the point of beginning. Said parcel is lying in the SE 1/4 of the SE 1/4, Section 26, Township 21 South, Range 1 West.

Situated in Shelby County, Alabama.

Inst # 1999-10339

03/12/1999-10339  
08:16 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 HNS 28.50