

AMOUNT FINANCED \$8,661.92

The State of Alabama, Shelby County. Know All Men By These Presents, that whereas Jean Bircheat and Husband Tony Bircheat are indebted on, their promissory note of even date, in the Amount Financed stated above, payable to the order of FRONTIER FINANCIAL SERVICES, INC., Mortgagee, whose address is 2410 Cogswell Ave, Pell City, AL 35125, evidencing a loan made to Mortgagors by Mortgagee. Said Note is payable in monthly installments and according to the terms thereof, payment may be made in advance in any amount at any time and default in paying any installment shall, at the option of the holder of the Note and without notice or demand, render the entire unpaid balance thereof at once due and payable, less any required refund of credit interest.

NOW, THEREFORE, in consideration of said loan and to further secure the payment of said Note or Notes executed and delivered to Mortgagee by Mortgagors at any time before the entire indebtedness secured hereby shall be paid in full, evidencing refinancing of any unpaid balance of the Note above described, or renewal thereof, the Mortgagors hereby grant, bargain, sell and convey to the Mortgagee the following described real estate lying and being situated in Shelby County, State of Alabama, to wit:

See Attached Exhibit A

Inst # 1999-13751

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warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee, its successors and assigns forever.

UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay, or cause to be paid, the said Note or Notes, and each and all of them, and each and every installment thereof when due, then this conveyance shall become null and void. But should Mortgagors fail to pay the Note or Notes, or any installment thereof when due, or if any covenant herein is breached, then Mortgagee, its successors, assigns, agent or attorneys are hereby authorized and empowered to sell the said property hereby conveyed at auction for cash, in front of the Court House door in the County in which the said property is located, first having given notice thereof for four successive weeks by publication in any newspaper published in the County in which said property is located, and execute proper conveyance to the purchaser, and out of the proceeds of said sale the Mortgagee shall retain enough to pay said Note or Notes and interest thereon, and the balance, if any, pay over to the Mortgagors. The Mortgagee or its assigns are authorized to bid for said property and become the purchaser at said sale.

Mortgagors further specially waive all exemptions which Mortgagors now or hereafter may be entitled to under the Constitution and laws of this or any other State. Mortgagors agree to not sell or transfer the aforegranted premises, or any part, without Mortgagee's prior written consent and any such sale or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof. Whenever the context so required plural words shall be construed in the singular.

IN TESTIMONY WHEREOF, Mortgagors have hereunto set their hands and affixed their seals this 22nd day of March, 1999.

\_\_\_\_\_(LS)

\_\_\_\_\_(LS)

Jean Bircheat (LS)  
Tony Bircheat (LS)

STATE OF ALABAMA  
ST CLAIR

I, the undersigned authority, in and for said County, in said State, hereby certify that Jean Bircheat and Husband Tony Bircheat, whose name is signed to the foregoing conveyance, and who name(s) is/are 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, he/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 22nd day of March, 1999

THIS INSTRUMENT PREPARED BY:  
SUSAN R HOOD

Notary Public  
NOTARY PUBLIC

## EXHIBIT "A"

PARCEL I: Beginning at the intersection of the Westerly line of a public road with the Southerly line of Central of Georgia's former wye tract property; said point being 3640 feet more or less, Northwardly of the Central of Georgia M. P. S-420, measured along the center line of Central of Georgia main tract, Birmingham District, and 235 feet Westerly of and measured at right angles thereto; extending thence in a general Westerly and Southwesterly direction by curve and tangent a distance of 520 feet, for point of beginning; thence continue along last stated line a distance of 100 feet; thence an angle to the right of 90 degrees 100 feet to the Western property line at the real estate heretofore conveyed to Grantors in that certain deed recorded in Book 199, page 458, in the Office of the Judge of Probate of Shelby County, Alabama; thence in a Northeasterly direction along said Western property line to the Northwest corner of the property heretofore conveyed to Grantors in said deed recorded in Book 199, page 458, 100 feet; thence to the right to the point of beginning; said property being in Section 32, Township 17 South, Range 1 East.

PARCEL II: Beginning at the intersection of the Westerly line of a public road with the Southerly line of Central of Georgia's former wye tract property; said point being 3640 feet more or less, Northwardly of the Central of Georgia M. P. S-420, measured along the center line of Central of Georgia main tract, Birmingham District, and 235 feet Westerly of and measured at right angles thereto; extending thence in a general Westerly and Southwesterly direction by curve and tangent a distance of 520 feet, for point of beginning, thence continue along last stated line a distance of 650 feet, more or less, to an iron monument on the South line of Section 32, Township 17 South, Range 1 East extending thence West along said Section line a distance of 170 feet to an iron monument; extending thence in a general Northeasterly direction by tangent and curve a distance of 800 feet, thence an angle to the right of 90 degrees 120 feet, more or less to point of beginning. Being a part of land deeded to B. F. Wilson and wife Gussie Odessa Wilson by the Central of Georgia Railway Company and recorded in Volume 171, page 383, in the Office of the Judge of Probate of Shelby County, Alabama.

Juan Birchett  
Jerry Birchett

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