

This instrument was prepared by

(Name) Rodger D. Bass

(Address) P.O. Box 430, Pelham, Alabama 35124

Form 1-1-25 Rev. 1-40

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

S. Dianne Floyd

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Rodger D. Bass

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

of Ninety Six Hundred
(\$ 9,600.00), evidenced by

a promissory note executed

simultaneously herewith.

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,

S. Dianne Floyd

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"

Inst # 1999-32475

08/03/1999-32475
01:45 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
27.90

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 full and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable 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

S. Dianne Floyd

have hereunto set her signature hand and seal, this

4th

day of

May

1999

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of

Shelby

COUNTY

I, Karen Brantley DuPriest
Dawn C. Smith

hereby certify that

S. Dianne Floyd

, 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 and executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th

day of

May

1999

Karen Brantley DuPriest
Dawn C. Smith
Notary Public.

THE STATE of

COUNTY

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

I,
hereby certify that

whose name as
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

Keyways Title Insurance Corporation

1100 Corporate Center

TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

Inst # 1999-32475

08/03/1999-32475

01:45 PM CERTIFIED

EXHIBIT "A"

SHELBY COUNTY JUDGE OF PROBATE

003 CRH

27.90

Part of Southeast 1/4 of the Northwest 1/4 of Section 1, Township 21 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Beginning at the southwest corner of the East one half of the Southeast Quarter of the Northwest Quarter of said Section 1, run in an easterly direction along the south line of said East one half of the Southeast Quarter of the Northwest Quarter of said Section 1 for a distance of 157.8 feet to an existing nail; thence turn an angle to the left of 90 degrees 00 minutes and run in a northerly direction for a distance of 105.0 feet to an existing nail; thence turn an angle to the left of 90 degrees 00 minutes and run in a westerly direction for a distance of 41.18 feet to an existing nail; thence turn an angle to the right of 89 degrees 58 minutes and run in a northerly direction for a distance of 272.48 feet to an existing iron pin being on the south right-of-way line of Blue Springs-Wilsonville Highway; thence turn an angle to the left of 57 degrees 03 minutes 37 seconds and run in a northwesterly direction along the southwest right-of-way line of said Blue Springs-Wilsonville Highway for a distance of 21.61 feet to an existing nail; thence turn an angle to the right of 2 degrees 11 minutes 05 seconds and run in a northwesterly direction along the southwest right-of-way line of said Blue Springs-Wilsonville Highway for a distance of 66.92 feet to an existing nail; thence turn an angle to the right of 3 degrees 19 minutes and run in a northwesterly direction along said southwest right-of-way line of said Blue Springs-Wilsonville Highway for a distance of 55.47 feet to an existing nail; thence turn an angle to the left of 128 degrees 26 minutes 37 seconds and run in a southerly direction for a distance of 321.23 feet to an existing nail; thence turn an angle to the right of 90 degrees 02 minutes and run in a westerly direction for a distance of 91.0 feet to an existing nail; thence turn an angle to the left of 90 degrees 02 minutes and run in a southerly direction for a distance of 141.0 feet to an existing nail; thence turn an angle to the left of 89 degrees 58 minutes and run in an easterly direction for a distance of 91.0 feet, more or less, to the point of beginning.

Subject to easements, restrictions and rights of way of record.

The total consideration hereof, \$47,000.00, was paid by way of purchase money note and first mortgage executed simultaneously herewith.