

THIS INSTRUMENT PREPARED BY:
WEATHINGTON & MOORE, P. C.
819 Parkway Drive, S.E.
Leeds, Alabama 35094

MORTGAGE

STATE OF ALABAMA
SHELBY COUNTY

Inst # 2000-03359
02/03/2000-03359
09:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 HHS 34.75

KNOW ALL MEN BY THESE PRESENTS, That Whereas, A. E. NAFE AND WIFE, DANA B. NAFE (hereinafter called "Mortgagors" whether one or more) are justly indebted to KEITH ALAN DAVIS AND DEBRA P. DAVIS (hereinafter called "Mortgagee" whether one or more), in the principal sum of TWELVE THOUSAND FIVE HUNDRED AND NO/100 (\$12,500.00) DOLLARS due and payable on or before Ninety (90) days from the date hereof.

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, A. E. Nafe and wife, Dana B. Nafe, 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 EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

This instrument was prepared without benefit of a Title Insurance Commitment or other title examination. The legal description was furnished by the Mortgagor.

Said property is warranted free from all encumbrances 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 of 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 Mortgagee 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 sums 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 the 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 County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Courthouse 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, A. E. Nafe and Dana B. Nafe, have hereunto set their signature(s) and seal(s) this 25th day of January, 2000.


A. E. NAFE


DANA B. NAFE

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that A. E. NAFE AND DANA B. NAFE, whose name(s) are signed 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 25 day of January, 2000.

Pamela D. McCarley
Notary Public

My Commission Expires:

6-28-2000

EXHIBIT "A"

Parcel 3

A part of the NE 1/4 - SW 1/4, and the SE 1/4 - NW 1/4, Section 35, Township 20 South, Range 1 East, Shelby County, Alabama, described as follows: Commence at a set 1/2" Rebar, being the Southwest Corner of said NE 1/4 - SW 1/4, thence North 87 degrees, 19 minutes, 13 seconds East, along the South Boundary of said NE 1/4 - SW 1/4, 539.85 feet, to a set 1/2" Rebar in the centerline of Atchison Road; thence Northeasterly along said centerline, along the arc of a curve to the left, 21.79 feet, Radius 272.86 feet, Chord North 07 degrees, 42 minutes, 14 seconds East, 21.79 feet, to a set 1/2" Rebar on the North Boundary of the Perry Estates Subdivision, as recorded in the office of the Judge of Probate in Shelby County, Alabama, in Map Book 19, Page 114, and the Point of Beginning. Thence North 86 degrees, 19 minutes, 20 seconds East, along said North Boundary of the Perry Estates, 790.66 feet, to a set 1/2" Rebar on the East Boundary of said NE 1/4 - SW 1/4; thence North 03 degrees, 10 minutes, 59 seconds West, along the East Boundary of said NE 1/4 - SW 1/4 and SE 1/4 - NW 1/4, 1678.44 feet, to a set 1/2" Rebar; thence South 36 degrees, 02 minutes, 40 seconds West, 961.51 feet, to a set 1/2" Rebar in the centerline of Atchison Road; thence South 08 degrees, 08 minutes, 58 seconds East, along said centerline, 89.38 feet; thence Southwesterly along said centerline, along the arc of a curve to the right, 173.80 feet, Radius 436.75 feet, Chord South 03 degrees, 15 minutes, 03 seconds West, 172.66 feet; thence South 14 degrees, 39 minutes, 03 seconds West, along said centerline, 357.17 feet; thence Southwesterly along said centerline, along the arc of a curve to the left, 321.40 feet, Radius 1273.22 feet, Chord South 07 degrees, 25 minutes, 09 seconds West, 320.55 feet; thence Southwesterly along said centerline, along the arc of a curve to the right, 24.90 feet, Radius 272.86 feet, Chord South 02 degrees, 48 minutes, 06 seconds West, 24.89 feet, to the Point of Beginning.

Contains 20.00 Acres more or less.

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