

This instrument was prepared by

(Name) Mike T. Atchison, Attorney at Law

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

Form 1-1-88 Rev. 1-88

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

James Vines, a married man and James S. Ridgeway, a married man

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

Charlotte Poe Williams

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

of Thirty Thousand and no/100-----Dollars
(\$ 30,000.00), 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,

James Vines and James S. Ridgeway

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 # 2000-20766

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SHELBY COUNTY JUDGE OF PROBATE
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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 agree 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 agree 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; 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 Mortgagee 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 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 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 Mortgagee 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

James Vines and James S. Ridgeway

have hereunto set their signature and seal, this 20th day of June, 2000, 19

James Vines (SEAL)
James S. Ridgeway (SEAL)

THE STATE of Alabama
Shelby

COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James Vines and James S. Ridgeway

whose names 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 20th day of June, 19 2000
My Commission Expires: 10/16/2000

Notary Public

THE STATE of

COUNTY

I, a Notary Public in and for said County, in said State, hereby certify that

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

MICHAEL T. ATCHISON

ATTORNEY AT LAW

P. O. BOX 621
COLUMBIA, ALABAMA 36001

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in the Northwest quarter of the Northwest quarter of Section 35, Township 20 South, Range 4 West, Shelby County, Alabama, and being more particularly described as follows:

From the Southwest corner of said Northwest quarter of Northwest quarter, run thence in an Easterly direction along the South line of said quarter-quarter section for a distance of 267.49 feet to the point of beginning; thence turn an angle to the left of 68 degrees 43 minutes 40 seconds and run in a Northeasterly direction for a distance of 686.25 feet; thence turn an angle to the right of 64 degrees 20 minutes 52 seconds and run in an Easterly direction for a distance of 100.00 feet to a point on a circle forming a curve to the left with a radius of 50 feet and a central angle of 85 degrees 37 minutes 12 seconds; thence run in a Southeasterly direction along the arc of said circle for a distance of 74.72 feet, the previous call forming an interior angle of 132 degrees 48 minutes 36 seconds with a chord subtending said arc; thence turn radially and run in a Southerly direction for a distance of 600.95 feet to a point on the South line of said Northwest quarter of Northwest quarter; thence turn an angle to the right of 90 degrees 00 minutes and run in a Westerly direction along said South line of said quarter-quarter section for a distance of 398.53 feet to the point of beginning. EXCEPT the North 30 feet of caption lands.

ALSO, conveyed is the right for ingress and egress over the following described parcels of property, hereinafter, described as Parcel 1 and Parcel 3, and as contained in the agreement between Robert and Betty Milam and Joseph P. Sanders, Helen G. Salders, Edward B. Blackerby and Joyce Blackerty, as recorded in Deed Book 352, Page 983 in Probate Office of Shelby County, Alabama, hereinafter described as Parcel 2. Said easements shall run with the land.

Easement for ingress and egress:

Commence at the SW corner of the NW 1/4 of the NW 1/4 of Section 35, Township 20 South, Range 4 West; thence run Easterly along the South line of said 1/4-1/4 section for a distance of 652.91 feet to the Point of Beginning of a 30' easement for ingress and egress lying 15' on each side of the following described line; thence turn an angle to the left of 95 degrees 15 minutes 19 seconds for a distance of 56.70 feet; thence turn an angle to the left of 5 degrees 38 minutes 08 seconds for a distance of 119.36 feet; thence turn an angle to the left of 11 degrees 36 minutes 33 seconds for a distance of 104.68 feet; thence turn an angle to the right of 17 degrees 14 minutes 41 seconds for a distance of 152.41 feet; thence turn an angle to the left of 6 degrees 45 minutes 23 seconds for a distance of 202.88 feet to the end of said easement, said point also being the center line of existing gravel road. Extending and shortening the side lines so as to terminate the property line.

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