

This instrument was prepared by

(Name)..... Mike T. Atchison, Attorney at Law

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

Form 1-1-22 Rev. 1-66

STATE OF ALABAMA }
COUNTY SHELBY } KNOW ALL MEN BY THESE PRESENTS: That Whereas,
DIANE CARLISLE, A single woman

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
PAUL E. CARLISLE, SR.

(hereinafter called "Mortgagee", whether one or more), in the sum
of One hundred nine thousand and no/100----- Dollars
(\$ 109,000.00), 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,

DIANE CARLISLE

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 # 2001-15621

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11:14 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 KB 180.50

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

DIANE CARLISLE

have hereunto set HER signature and seal, this 20th day of April 19 2001
Diane Carlisle (SEAL)
.....(SEAL)
.....(SEAL)
.....(SEAL)

THE STATE of Alabama }
Shelby COUNTY }
I, the undersigned authority Diane Carlisle, a Notary Public in and for said County, in said State,
hereby certify that
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 she executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 20th day of April 19 2001
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 822
COLUMBIANA, ALABAMA 35051

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

Lot 4, Jewell's Subdivision as recorded in Map Book 19, page 5, in the Office of the Judge of Probate of Shelby County, Alabama, and described by metes and bounds as follows: Commence at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 3, Township 22 South, Range 2 West, Shelby County, Alabama, and run thence Southerly along the West line of said Quarter-Quarter a distance of 288.92 feet to a point; thence turn 104 degrees 49 minutes 10 seconds left and run East-Northeasterly along the South line of said Lot 4 of Jewell's Subdivision a distance of 1438.72 feet to a steel rebar corner on the West margin of Shelby County Highway No. 42; thence turn 81 degrees 31 minutes 13 seconds left and run Northerly along said margin of said Highway a distance of 300.00 feet to a steel rebar corner; thence turn 84 degrees 16 minutes 14 seconds left and run Westerly a distance of 1347.87 feet to a steel rebar corner; thence turn 87 degrees 49 minutes 12 seconds left and run Southerly a distance of 363.01 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

PARCEL B:

A part of Lot 4, Jewell's Subdivision as recorded in Map Book 19, page 5, in the Office of the Judge of Probate of Shelby County, Alabama, and described by metes and bounds as follows:

Commence at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 3, Township 22 South, Range 2 West, Shelby County, Alabama, and run thence Southerly along the West line of said Quarter-Quarter a distance of 288.92 feet to a point; thence turn 104 degrees 49 minutes 10 seconds left and run East-Northeasterly along the South line of said Jewell's Subdivision a distance of 636.19 feet to a point; thence turn 90 degrees 00 minutes 00 seconds left and run North-Northwesterly a distance of 93.37 feet to a steel rebar corner and the point of beginning of the property being described; thence turn 10 degrees 56 minutes 55 seconds right and run Northerly a distance of 210.00 feet to a steel rebar corner; thence turn 90 degrees 00 minutes 00 seconds right and run Easterly a distance of 210.00 feet to a steel rebar; thence turn 90 degrees 00 minutes 00 seconds right and run Southerly a distance of 210.00 feet to a steel rebar corner; thence turn 90 degrees 00 minutes 00 seconds right and run Westerly a distance of 210.00 feet to the point of beginning.

Together with a non-exclusive 30-foot wide easement for ingress and egress to Parcel B, the centerline of which is described as follows:

An easement being 15.0 feet on either side of said centerline:

Commence at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 3, Township 22 south, Range 2 West, Shelby County, Alabama, and run thence Southerly along the West line of said Quarter-Quarter a distance of 288.92 feet to a point; thence turn 104 degrees 49 minutes 10 seconds left and run East-Northeasterly along the South line of said Jewell's Subdivision a distance of 636.19 feet to a point; thence turn 90 degrees 00 minutes 00 seconds left and run North-Northwesterly a distance of 93.37 feet to a steel rebar corner; thence turn 10 degrees 56 minutes 55 seconds right and run Northerly a distance of 210.00 feet to a steel rebar corner; thence turn 90 degrees 00 minutes 00 seconds right and run Easterly a distance of 27.10 feet to a point; thence turn 90 degrees 00 minutes 00 seconds left and run Northerly a distance of 15.00 feet to a point in the centerline of an existing gravel driveway and the point of beginning on the centerline of a thirty foot wide access easement; thence turn 90 degrees 00 minutes 00 seconds right and run 184.20 feet to a point; thence turn 01 degrees 29 minutes 00 seconds left and run along centerline of said existing driveway 267.53 feet to a point; thence turn 09 degrees 27 minutes 45 seconds left and continue along centerline of said driveway 142.97 feet to a point; thence turn 17 degrees 16 minutes 48 seconds left and continue along centerline of existing driveway 114.39 feet to a point; thence turn 10 degrees 44 minutes 18 seconds right and run 48.72 feet to a point; thence turn 20 degrees 37 minutes 54 seconds rights and run Easterly along centerline of existing gravel driveway a distance of 29.98 feet to the intersection of said driveway with the Westerly right of way line of Highway No. 42 and the end of required easement.

According to survey of Joseph E. Conn, Jr., RLS #9049, dated June 29, 1999.

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