

Inst # 2001-51412

STATE OF ALABAMA

SHELBY COUNTY

11/28/2001-51412
08:01 AM CERTIFIED
MORTGAGE COUNTY JUDGE OF PROBATE
002 CH 173.30

KNOW ALL MEN BY THESE PRESENTS that whereas, George Cline, Jane M. Cline, Jacqueline C. Hale and James L. Hale, (hereinafter called "Mortgagor"), whether one or more) are justly indebted to Charles LeCroy, (hereinafter called "Mortgagee, whether one or more), in the sum of One Hundred Six Thousand Two Hundre Dollars (\$106,200.00), evidenced by real estate mortgage note of even date.

AND WHEREAS, Mortgagor(s) agree, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

Now therefore, in consideration of the premises, said Mortgagor(s), 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, Alabama, to-wit:

LEGAL DESCRIPTION PARCEL 2:
COMMENCE AT THE NE CORNER OF THE SE 1/4 OF THE NW 1/4 OF
SEC 23 T20S RIW SHELBY COUNTY AL :THENCE S 05 28'01"W.23.80 FT
:THENCE N 88 10'13"E.32.16 FT :THENCE S 71 04'01"E.49.48
FT:THENCE S 28 26'37"W.129.36 FT :THENCE S 15 44'21"W.75.00
FT:THENCE S 60 22'52"W.14.68 FT :THENCE S 64 18'11"W.1493.68
FT :THENCE S 20 16'52"W.138.22 FT :THENCE N 69 59'59"W.
171.12 FT TO THE EASTERLY RIGHT OF WAY OF COUNTY ROAD 47
:THENCE ALONG SAID RIGHT OF WAY N 20 00'00"E.445.44 FT
TO THE POINT OF BEGINNING OF THE SURVEYED PARCEL
:THENCE LEAVING SAID RIGHT OF WAY N 75 08'48"E.1173.52 FT
:THENCE N 75 08'48"E.11.83 FT TO THE CENTERLINE OF CREEK AND ALON G
CREEK N 56'38'36"W.12.37 FT :THENCE N 16 48'50"E.276.51 FT
:THENCE N 42 00'27"W.126.99 FT :THENCE S 73 19'59"W.102.47 FT
:THENCE S 67 29'48"W.61.92 FT :THENCE S 12 56'22"W.106.01 FT
:THENCE S 59 29'43"W.98.21 FT :THENCE S 87 04'11"W.19.84 FT
:THENCE LEAVING SAID CREEK S 86 23'09"W.695.92 FT TO THE
EASTERLY RIGHT OF WAY OF SHELBY COUNTY ROAD 47 :THENCE
ALONG SAID ROAD S 20 00'00"W. 445.43 FT TO THE
POINT OF BEGINNING SAID PARCEL CONTAINNG 8.0 ACRES
MORE OR LESS.

To have and to hold the above granted property unto the 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 the 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 interst 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 credit 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, 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 such 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 21 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 in 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 encumbrances, 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 agrees 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 have hereunto set their signature and seal, this 21 day of November, 2001.

Jane M. Cline
George Cline
Jacqueline C. Hale
James L. Hale

STATE OF ALABAMA
CHILTON COUNTY

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that George Cline, Jane M. Cline, Jacqueline C. Hale and James L. Hale, 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 seal this 21 day of November, 2001.

[Signature]
NOTARY PUBLIC

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