



# JEFFERSON TITLE CORPORATION

This instrument was prepared by

P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

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## MORTGAGE—

STATE OF ALABAMA

Jefferson

COUNTY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Tracy R. Pickett and husband, Talmadge D. Pickett

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

WLS, Inc.

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

of Three thousand eight hundred twenty-six and no/100

Dollars

(\$ 3,826.00 ), evidenced by a promissory note of even date.

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,

Tracy R. Pickett and husband, Talmadge D. Pickett

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:

For legal description see Exhibit "A" attached hereto and made a part hereof.

If all or any part of the property or any interest therein is sold or transferred by Mortgagors without Mortgagee's prior written consent, Mortgagee may at Mortgagee's option declare all the sums secured by this Mortgage to be immediately due and payable.

This mortgage is second and subordinate to that certain mortgage executed by Tracy R. Pickett and Talmadge D. Pickett to Long Beach Mortgage Company, dated December 6, 2001 and recorded in 2002-00171, in the Probate Office of Shelby County, Alabama.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

Inst # 2002-00172

01/02/2002-00172  
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SHELBY COUNTY JUDGE OF PROBATE  
22.85  
003 CH

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

have hereunto set our signature and seal, this 6th day of December, 2001, 19

Tracy R. Pickett (SEAL)

Talmdage D. Pickett (SEAL)

Talmdage D. Pickett (SESL)

(SEAL)

THE STATE of Alabama }  
Jefferson COUNTY }

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

Tracy R. Pickett and Talmdage D. Pickett whose name 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 6th day of December 2001 ~~XXXX~~ 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 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

Recording Fee \$  
Deed Tax \$

This form furnished by



JEFFERSON TITLE CORPORATION  
P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

EXHIBIT "A"

Commence at the Northwest corner of the SW1/4 of the SE1/4 of Section 8, Township 21 South, Range 3 West, Shelby County, Alabama, and run thence South 1 degrees 04 minutes 20 seconds West along the West line of said 1/4-1/4 section a distance of 843.63 feet to a point on the southerly right of way line of Shelby County Road No. 270 and the point of beginning of the property, Parcel No. 6 being described; thence run south 65 degrees 22 minutes 40 seconds East along the said Southerly right of way line of said road a distance of 134.05 feet to the P.C. of a curve to the left having a central angle of 21 degrees 32 minutes 40 seconds and radius of 690.0 feet; thence continue along the arc of said right of way curve as an arc distance of 259.45 feet to the P.T. of said curve, thence run South 86 degrees 55 minutes 18 seconds East along said right of way line a distance of 111.56 feet to the P.C. of a curve to the right having a central angle of 29 degrees 54 minutes 45 seconds and a radius of 350.0 feet; thence continue along the arc of said curve an arc distance of 182.73 feet to the P.T. of said curve, thence run South 57 degrees 00 minutes 80 seconds East along the same right of way line a distance of 248.93 feet to a point; thence run North 89 degrees 56 minutes 27 seconds West a distance of 518.91 feet to a point on the Northerly right of way line of the Southern Railroad right of way in a railroad curve to the left having a central angle of 25 degrees 17 minutes 12 seconds and a radius of 823.73 feet; thence continue along the arc of said curve an arc distance of 363.54 feet to a point on the west line of the said SW1/4 of the SE1/4 of Section 8, thence run North 1 degree 04 minutes 20 seconds East along the said West line of said 1/4-1/4 a distance of 226.15 feet to the point of beginning.

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