

This Instrument was prepared by:  
WALLACE, ELLIS, FOWLER & HEAD  
P. O. Box 587  
Columbiana, AL 35051

**MORTGAGE**

STATE OF ALABAMA }  
COUNTY OF SHELBY }

**KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

**Roger Dale Massey, Sr.**, a married man, and **Charles Ray Ellis**, an unmarried man, (hereinafter called "Mortgagors", whether one or more) are justly indebted, to **Frances W. Phillips Family Trust** (hereinafter called "Mortgagee", whether one or more), in the sum of **TWO HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$275,000.00)**, evidenced by one promissory real estate mortgage note executed this 22nd day of April, 2002, due and payable in accordance with the terms and provisions of said 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, **Roger Dale Massey, Sr.** and **Charles Ray Ellis**, 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:

**TRACT 1:**

A parcel of land situated in the South 1/2 of Fractional Section 1, Township 24 North, Range 12 East, described as follows:

Beginning at the SE corner of fractional Section 1, go North 02 degrees 13 minutes 28 seconds West along the East boundary of said section for 1264.39 feet; thence North 65 degrees 29 minutes 19 seconds West for 904.71 feet to a point on a curve to the right on the Easterly boundary of Shelby County Highway No. 19, said curve having a central angle of 27 degrees 05 minutes 17 seconds and a radius of 714.07 feet; thence Southeasterly along said curve for 337.60 feet to the Point of Tangent; thence South 13 degrees 19 minutes 06 seconds East along the Easterly boundary of said highway for 1009.11 feet to the beginning of a curve to the left having a central angle of 10 degrees 02 minutes 56 seconds and a radius of 1522.61 feet; thence Southeasterly along said curve for 267.05 feet to the South boundary of Fractional Section 1; thence South 75 degrees 25 minutes 10 seconds East along said South boundary for 418.20 feet to the Point of Beginning.

**TRACT 2:**

A parcel of land in the South 1/2 of Fractional Section 1, and part in the SE 1/4 of the SE 1/4 of Section 2, Township 24 North, Range 12 East, described as follows:

Beginning at the SE corner of Section 2, go North 87 degrees 59 minutes 24 seconds West along the South boundary of said Section 2 for 443.33 feet; thence North 88 degrees 41 minutes 12 seconds West for 554.57 feet; thence North 01 degree 38 minutes 13 seconds East for 513.51 feet; thence North 84 degrees 14 minutes 42 seconds East for 283.63 feet; thence North 45 degrees 12 minutes 44 seconds East for 202.15 feet; thence North 63 degrees 23 minutes 33 seconds East for 578.51 feet to the East boundary of said Section 2; thence North 01 degree 29 minutes 27 seconds West along the East boundary of said Section 2 for 320.50 feet; thence South 65 degrees 25 minutes 24 seconds East for 474.81 feet to the Westerly boundary of Shelby County Highway No. 19; thence South 45 degrees 16 minutes 07 seconds East along the Westerly boundary of said highway for 150.45 feet to the beginning of a curve to the right, said curve having a central angle of 31 degrees 57 minutes 06 seconds and a radius of 634.07 feet; thence Southeasterly along said curve for 353.58 feet to the Point of Tangent; thence South 13 degrees 19 minutes 06 seconds East

19656-2002-18656  
Inet #  
04/22/2002-18656  
03:30 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
15.00  
DUE MAY

along the Easterly boundary of said highway for 1009.11 feet to the beginning of a curve to the left having a central angle of 07 degrees 33 minutes 10 seconds and a radius of 1602.61 feet; thence Southeasterly along said curve for 211.26 feet to the South boundary of Fractional Section 1; thence North 64 degrees 36 minutes 35 seconds West along said South boundary for 345.15 feet; thence North 68 degrees 37 minutes 11 seconds West along said South boundary for 101.58 feet; thence North 69 degrees 36 minutes 28 seconds West along said South boundary for 42.57 feet; thence North 65 degrees 21 minutes 42 seconds West along said South boundary for 34.36 feet; thence North 61 degrees 21 minutes 55 seconds West along said South boundary for 45.11 feet; thence North 59 degrees 27 minutes 06 seconds West along said South boundary for 225.07 feet; thence North 58 degrees 35 minutes 46 seconds West along said South boundary for 286.77 feet to the Point of Beginning.

Exceptions:

- (a) Taxes for 2002 and subsequent years. 2002 ad valorem taxes are a lien but not due and payable until October 1, 2002.
- (b) Easement to Water Works Board of Montevallo as recorded in Deed Book 177, Page 320.
- (c) Right of way to Shelby County as recorded in Deed Book 242, Page 116.
- (d) Less and except mineral and mining rights not owned by Mortgagors.

The above described property constitutes no part of the homestead of Roger Dale Massey, Sr. or his spouse.

**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 Mortgagors pay 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 Mortgagors 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, **Roger Dale Massey, Sr.**, a married man, and **Charles Ray Ellis**, an unmarried man, as Mortgagors herein, have hereunto set their signatures and seals, this 22nd day of April, 2002.

*Roger Dale Massey Sr.* (SEAL)  
Roger Dale Massey, Sr.

*Charles Ray Ellis* (SEAL)  
Charles Ray Ellis

THE STATE OF ALABAMA }  
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Roger Dale Massey, Sr., a married man, and Charles Ray Ellis, an unmarried man, 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 22nd day of April, 2002.

*Courtna M. Fowler*  
Notary Public

Inst # 2002-18656

04/22/2002-18656  
03:30 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MAM 15.00