

This instrument was prepared by

(Name) Mike T. Atchison, Attorney

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(Address) Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-66

20020703000312500 Pg 1/3 92.00
Shelby Cnty Judge of Probate, AL
07/03/2002 14:43:00 FILED/CERTIFIED

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Tracey Wilhelm, a single woman and James Moore, a single man

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

Mavis Efferson

(hereinafter called "Mortgagee", whether one or more), in the sum
of Fifty Thousand and no/100-----Dollars
(\$ 50,000.00), evidenced by a real estate mortgage 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,

Tracey Wilhelm, a single woman and James Moore, a single man

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 SHEET FOR LEGAL DESCRIPTION, WHICH IS INCORPORATED HEREIN BY REFERENCE.

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

Tracey Wilhelm, a single woman, and James Moore, a single man

have hereunto set our signatures and seal, this 2nd day of July , 2002.

Tracey Wilhelm (SEAL)
Tracey Wilhelm

..... (SEAL)

James Moore (SEAL)
James Moore

..... (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 Tracey Wilhelm and James Moore

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 2nd day of July , 2002.

Notary Public
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 , 20

....., Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
MICHAEL T. ATCHISON
ATTORNEY AT LAW
P. O. BOX 822
COLUMBIANA, ALABAMA 35051

From the Southeast corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 20 South, Range 1 West, Shelby County, Alabama, proceed North along the east boundary of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 200.57 feet to the point of beginning of herein described Tract #3; thence continue North along said course a distance of 1123.52 feet to the Northeast corner of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence turn 90 deg. 35 min. 04 sec. left and proceed west along the North boundary of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ a distance of 524 feet to the Northeast corner of property described by that certain deed on record in the Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 295 page 808; thence turn 90 deg. left and proceed South along the East boundary of said property a distance of 210 feet to the Southeast corner of same; thence turn 90 deg. right and proceed West along the South boundary of said property a distance of 210 feet to the Southwest corner of same; thence turn 90 deg. right and proceed North along the West boundary of same a distance of 210 feet to the northwest corner of said property, said point being on the North boundary of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ thence turn 90 deg. left and proceed west along the North boundary of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ a distance of 595.33 feet to the Northwest corner of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 35; thence turn 00 deg. 59 min. 19 sec. right and proceed Westerly along the North boundary of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 34, Township 20 South, Range 1 West, a distance of 271.13 feet to a point on the East right of way boundary of the Columbiana Chelsea Paved Highway; thence turn 92 deg. 00 min. 27 sec. left and proceed along the East right of way line of said road a distance of 106.57 feet; thence continue along the East right of way boundary of said road the following courses; turn 05 deg. 37 min. 10 sec. left and run 100.66 feet; turn 06 deg. 03 min. 27 sec. left and run 117.84 feet; turn 07 deg. 37 min. left and run 101.6 feet; turn 05 deg. 59 min. 11 sec. left and run 99.0 feet; turn 06 deg. 29 min. 50 sec. left and run 97.6 feet to a point on the East right of way line of said road and being in the center of a gravel driveway; thence turn 110 deg. 37 min. left and proceed along the center of said road a distance of 121.47 feet; thence continue along the center of said gravel driveway the following courses: turn 16 deg. 27 min. 48 sec. right and run 66.0 feet; turn 17 deg. 21 min. 18 sec. right and run 302.59 feet; turn 83 deg. 03 min. 16 sec. left and run 139.83 feet to a point in the center of said driveway; thence turn 115 deg. 44 min. 23 sec. right and leaving said driveway proceed Southeasterly a distance of 648.15 feet; thence turn 81 deg. 45 min. 54 sec. right and proceed South a distance of 304.66 feet; thence turn 00 deg. 18 min. 06 sec. right and continue in a Southerly direction a distance of 486.95 feet; thence turn 97 deg. 30 min. 05 sec. left and proceed Easterly a distance of 476.6 feet to the point of beginning; The above described property is located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35 and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 34, all in Township 20 South, Range 1 East, Shelby County, Alabama; being situated in Shelby County, Alabama.

Less and except any portion of the land as set out in the Deed recorded as Inst. No. 1993-29146 in the Probate Office of Shelby County, Alabama.