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This instrument was prepared by:  
Billy C. Jewell  
5280 Old Sprinville Road  
Pinson, Alabama 35126

**THIS SPACE FOR RECORDING INFORMATION ONLY**  
**MORTGAGE**

**STATE OF ALABAMA     )**

**SHELBY COUNTY             )       KNOW ALL MEN BY THESE PRESENTS: That Whereas**

CHARLES E. POE, a married man (hereinafter called "Mortgagors," whether one or more) is justly indebted to ALFIE BAKER AND WIFE, JEAN BAKER, (hereinafter called "Mortgagee," whether one or more), in the sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), evidenced by

One 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, CHARLES E. POE., 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 LEGAL DESCRIPTION EXHIBIT "A"**

Subject to easements and restrictions of record.

Mineral and mining rights excepted, not owned by Grantor.

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

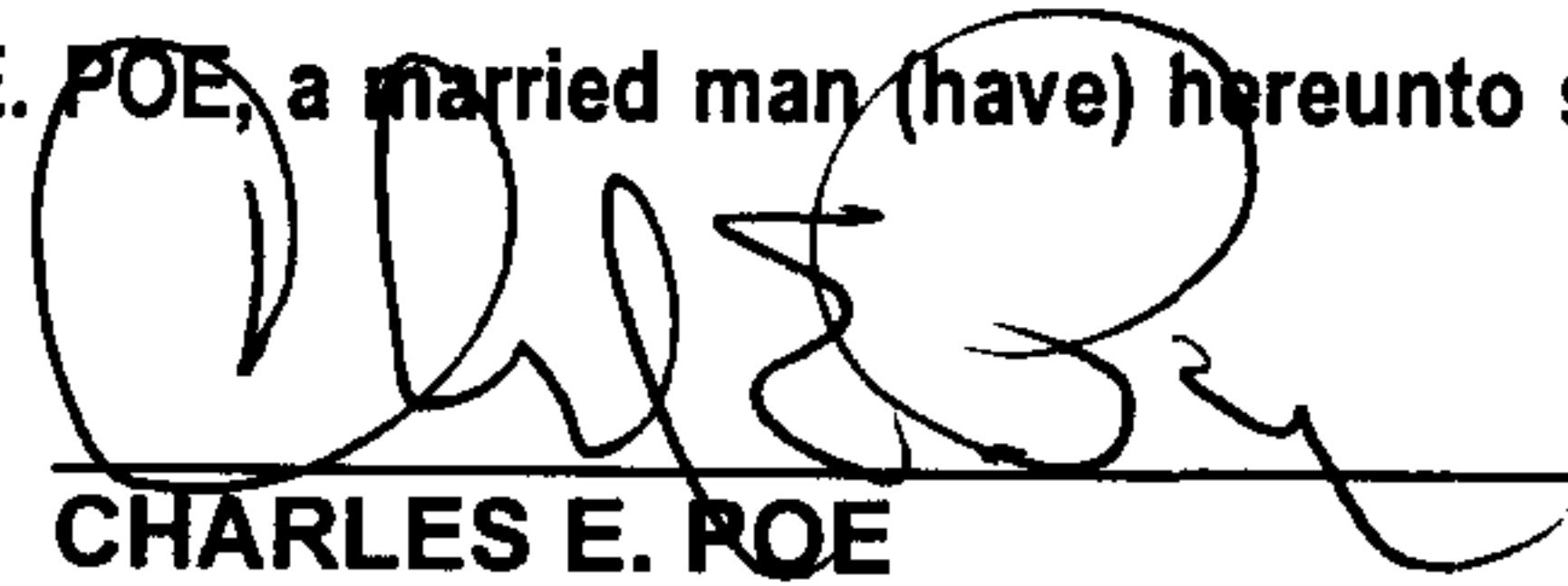
To Have and to Hold the above-granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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 one 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 sums 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 encumbrance thereon, so as to endanger the debt hereby secured, then in any

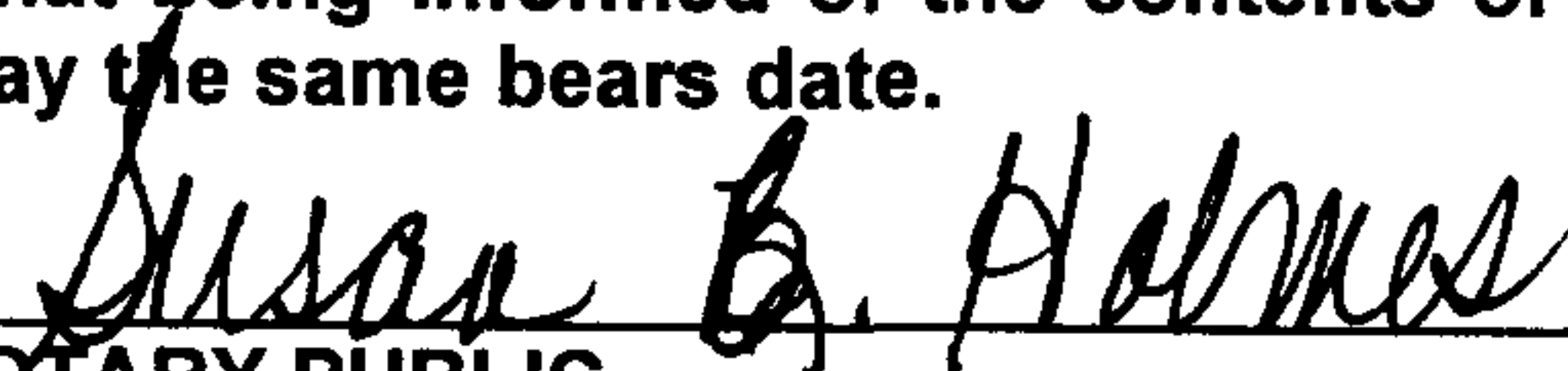
one of said events, the whole of said indebtedness and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Courthouse 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 date 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 therefore; 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 CHARLES E. POE, a married man (have) hereunto set his signature and seal, this 1<sup>st</sup> day of October, 2003.

 (SEAL)  
CHARLES E. POE

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that CHARLES E. POE, a married man, 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 said conveyance, he executed the same voluntarily on the day the same bears date.

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 8/19/05

LEGAL DESCRIPTION  
EXHIBIT "A"

Commence at the NW corner of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 14, Township 18 South, Range 1 East, thence run South along the West line of said  $\frac{1}{4}$   $\frac{1}{4}$  section a distance of 930.95 feet; thence turn an angle of  $90^{\circ}00'$  to the left and run a distance of 10.00 feet to the point of beginning; thence continue in the same direction a distance of 193.26 feet; thence turn an angle of  $90^{\circ}00'$  to the right and run a distance of 116.53 feet; thence turn an angle of  $41^{\circ}49'30''$  to the right and run a distance of 229.49 feet; thence turn an angle of  $4^{\circ}48'40''$  to the left and run a distance of 66.83 feet to a point on the East line of a 10.00 foot easement; thence turn an angle of  $142^{\circ}59'10''$  to the right and run along said easement line a distance of 340.91 feet to the point of beginning. Situated in the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 14, Township 18 South, Range 1 East, Shelby County, Alabama.

State of Alabama - Jefferson County

I certify this instrument filed on:

2003 OCT 03 P.M. 16:01

Recorded and \$ 15.00 Mtg. Tax

and \$ Deed Tax and Fee Amt.

\$ 9.50 Total \$ 24.50

MICHAEL F. BOLIN, Judge of Probate



200315/2625