

## CORRECTIVE MORTGAGE

This instrument was prepared by:

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## MORTGAGE

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, Antonio S. Chavez and Juana C. Chavez, husband and wife, (hereinafter called "Mortgagor", whether one or more) are justly indebted to Bill C. Jones and Carol E. Jones, (hereinafter called "Mortgagee," whether one or more), in the sum of Eighty-six Thousand and no/100 Dollars (\$86,000.00), evidenced by promissory notes executed simultaneously herewith;

And Whereas, Mortgagor agreed, in incurring said indebtedness, and any extensions and renewals thereof, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, Mortgagor, Antonio S. Chavez and Juana C. Chavez, husband and wife, and all others executing this mortgage do hereby grant, bargain, sell and convey unto Mortgagee the following described real estate, situated in SHELBY County, State of Alabama, to wit:

See attached Exhibit A

**This is a purchase money mortgage.**


**This mortgage is given to correct the erroneous description contained in the mortgage from Mortgagor to Mortgagee recorded as Instrument #2003-480110, which omitted the easements described herein.**


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 Mortgagee and 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, Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagor 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 Mortgagee, with loss, if any, payable to Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if Mortgagor fails to keep said property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at Mortgagee's option declare the indebtedness secured hereby to be due and payable at once or insure said property 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 Mortgagee for taxes, assessments or insurance, shall become a debt to 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 Mortgagee, or assigns, and be at once due and payable. If Mortgagee elects not to make such payment, then the failure of Mortgagor to pay for such taxes, assessments or insurance may be treated by Mortgagee as a default under this Mortgage.

Upon condition, however, that if Mortgagor pays said indebtedness, and reimburses 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 sum expended by 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 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 hereby secured shall at once become due and payable, and this mortgage is subject to foreclosure as now provided by law in case of past due mortgages, and Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving three weeks 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 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 Mortgagor, and Mortgagor further agrees that 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 Mortgagee or assigns, for the foreclosure of this mortgage, should the same be foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Antonio S. Chavez and Juana C. Chavez, husband and wife, has or have hereunto set their signatures and seals, this 19<sup>th</sup> day of ~~October~~, <sup>November</sup> 2003.

  
Antonio S. Chavez

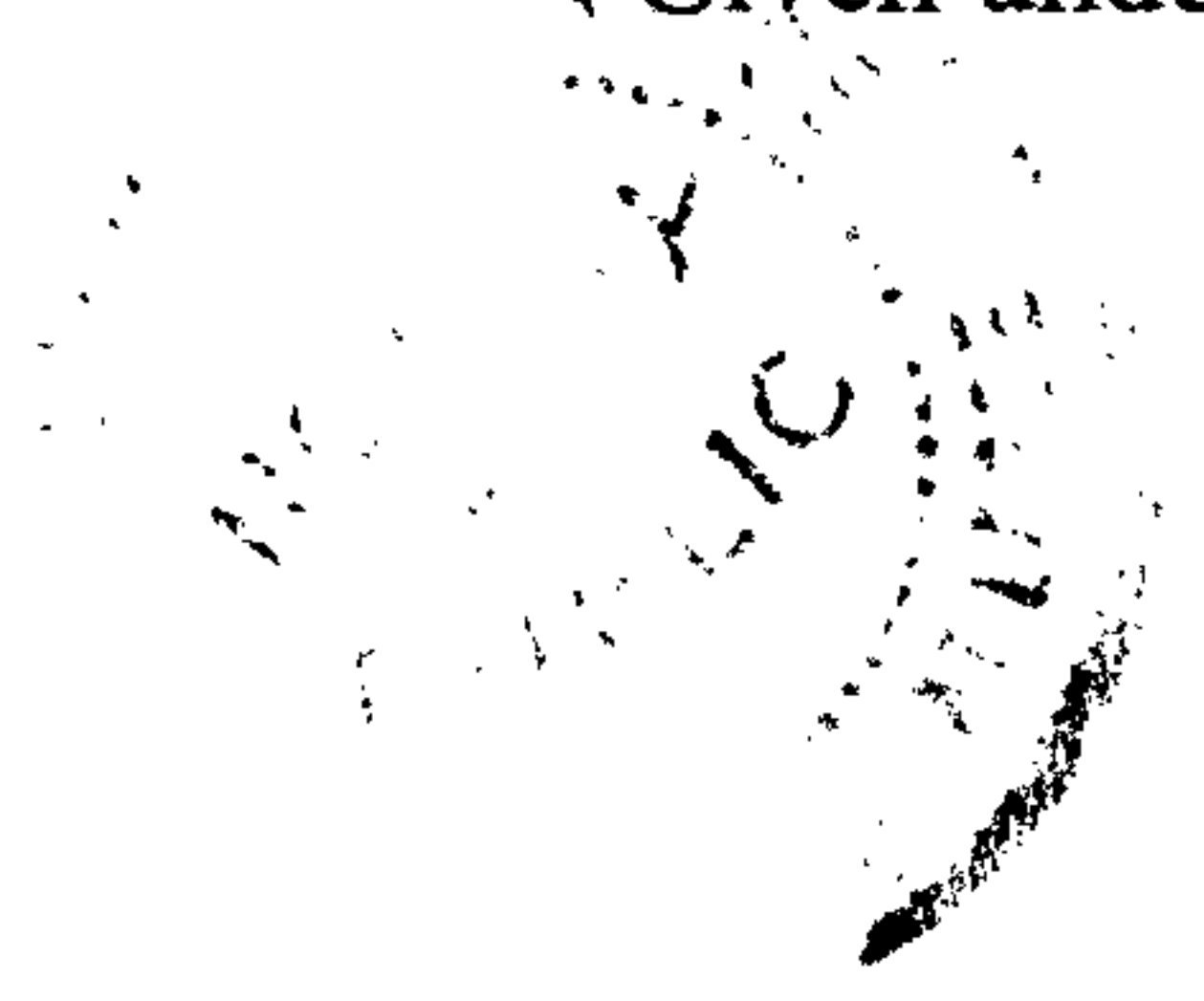
  
Juana C. Chavez

STATE OF ALABAMA  
SHELBY COUNTY                      General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Antonio S. Chavez and Juana C. Chavez, husband and wife, 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 19<sup>th</sup> day of ~~October~~, <sup>November</sup> 2003.

  
Notary Public





## Exhibit A

A parcel of land situated in the NE 1/4 of the NE 1/4 of Section 10, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a concrete monument found locally accepted to be the Northeast corner of said Section 19; thence run South along the east line of said Section 19 for a distance of 140.00 feet to an iron pin set; thence turn an angle to the right of 90 degrees 38 minutes 42 seconds and run in a Westerly direction parallel to the North line of said Section 19 for a distance of 311.16 feet to an iron pin set; thence turn an angle to the right of 89 degrees 20 minutes 18 seconds and run in a Northerly direction parallel to the East line of said Section 19 for a distance of 140.00 feet to an iron pin set on the North line of said Section 19; thence turn an angle to the right of 90 degrees 39 minutes 42 seconds and run in an Easterly direction along said North line for a distance of 311.16 feet to the point of beginning; being situated in Shelby County, Alabama.

Together with the right to use the non-exclusive easement for ingress, egress and utilities more particularly described as Easement 1 and Easement 2 on that certain deed recorded in Inst. #2003-008840 in the Probate Office of Shelby County, Alabama, and as described as follows:

### EASEMENT 1:

Commence at the Northeast corner of Section 19, Township 21 South, Range 1 West, Shelby County, Alabama; thence North 89 deg. 31 min. 43 sec. West for a distance of 634.22 feet; thence South 00 deg. 02 min. 59 sec. East for a distance of 436.94 feet; thence South 85 deg. 40 min. 41 sec. East for a distance of 445.21 feet; thence South 20 deg. 53 min. 34 sec. East for a distance of 264.43 feet to the point of beginning of the centerline of a 15 foot easement lying parallel to and to each side of described centerline; thence North 73 deg. 41 min. 38 sec. East along said centerline for a distance of 20.16 feet; thence South 22 deg. 09 min. 33 sec. East along said centerline for a distance of 128.47 feet; thence South 12 deg. 25 min. 11 sec. East along said centerline for a distance of 24.13 feet; thence South 04 deg. 31 min. 28 sec. East along said centerline for a distance of 155.38 feet; thence South 02 deg 40 min. 01 sec. East along said centerline for a distance of 171.00 feet; thence South 01 deg 35 min. 49 sec. West along said centerline for a distance of 76.70 feet; thence South 22 deg. 33 min. 02 sec. West along said centerline for a distance of 135.28 feet; thence South 04 deg. 53 min. 27 sec. West along said centerline for a distance of 186.55 feet to the end of said easement and the Northerly right-of-way line of Shelby County Highway No. 26.

### EASEMENT 2:

Commence at a concrete monument found locally accepted to be the Northeast corner of Section 19, Township 21 South, Range 1 West, Shelby County, Alabama; thence run North 89 deg. 30 min. 52 sec. West along the North line of said Section 19 for a distance of 634.10 feet to an iron pin found; thence run South 00 deg. 02 min. 15 sec. East for a distance of 436.24 feet to an iron pin found; thence run South 85 deg. 38 min. 09 sec. East for a distance of 444.96 feet to an iron pin found; thence run South 20 deg. 53 min. 34 sec. East for a distance of 264.43 feet to a point; thence run North 73 deg. 41 min. 38 sec. East for a distance of 20.16 feet to the point of beginning; thence run North 21 deg. 59 min. 24 sec. West for a distance of 266.09 feet to a point; thence run North 24 deg. 33 min. 12 sec. West for a distance of 108.96 feet to a point; thence run North 24 deg. 12 min. 14 sec. East for a distance of 162.63 feet to a point; thence run North 00 deg. 29 min. 08 sec. East for a distance of 65.75 feet to a point; thence run North 89 deg. 30 min. 52 sec. West for a distance of 78.51 feet to the end of said easement.