

This instrument was prepared by

20031120000765140 Pg 1/3 18.00
Shelby Cnty Judge of Probate, AL
11/20/2003 14:18:00 FILED/CERTIFIED

(Name).....Mike T. Atchison, Attorney at Law

(Address) P.O. Box 822, Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-66

"CORRECTIVE MORTGAGE"

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Taylor L. Dick, a single woman

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

George K. Hebb and Rita F. O'Reardon

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

of Ninety-Three Thousand, Five Hundred and no/100----- Dollars
(\$ 93,500.00), 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,

Taylor L. Dick

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.

This Mortgage is given to correct the legal description in that certain mortgage recorded as 20030612000369690.

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

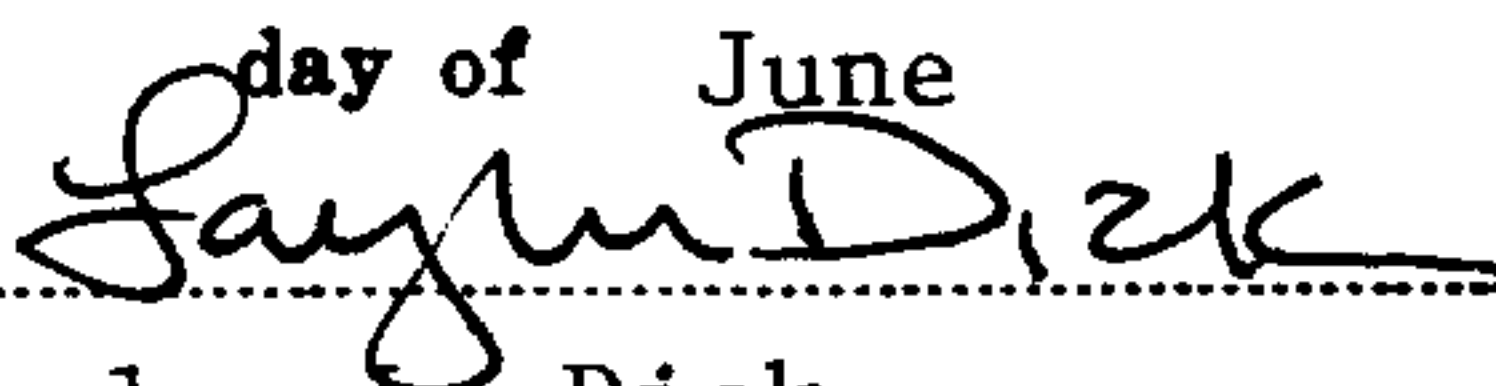
To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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

Taylor L. Dick

have hereunto set her signature and seal, this 6th day of June, 2003.

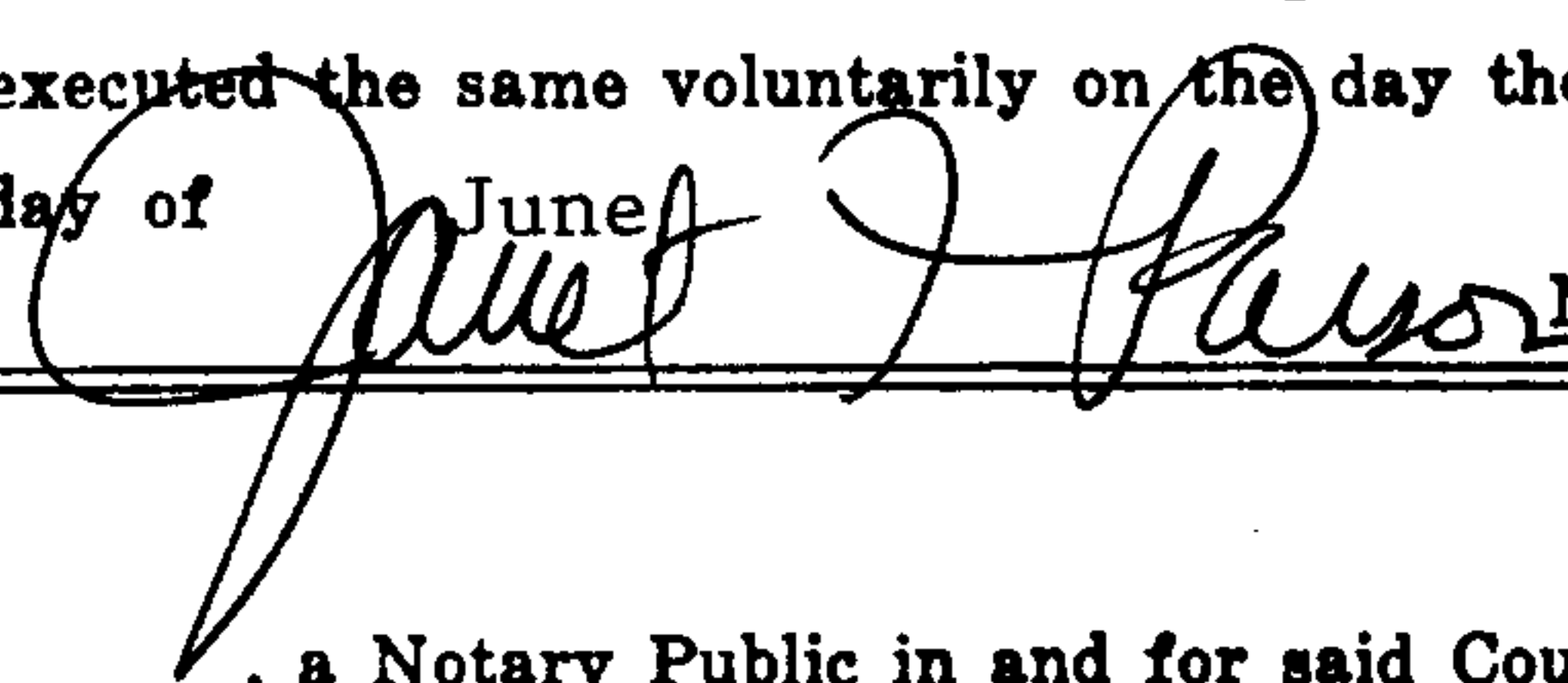

Taylor L. Dick (SEAL)
(SEAL)
(SEAL)
(SEAL)

THE STATE of ALABAMA
SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Taylor L. Dick

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 the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of June, 2003.

My Commission expires:  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

LEGAL DESCRIPTION

PARCEL II:

A parcel of land situated in the SE 1/4 of the NW 1/4 of Section 12, Township 21 South, Range 1 East, more particularly described as follows:
Commence along the East 1/4-1/4 line, having a reference bearing of North 0 degrees 13 minutes 37 seconds West, at the SE corner of 1/4-1/4 and run South 87 degrees 01 minute 01 seconds West for 632.82 feet; thence run North 17 degrees 57 minutes 40 seconds East for 766.36 feet; thence run North 85 degrees 07 minutes 21 seconds West for 714.25 feet to the Easterly R/W of Shelby County Highway #61; thence run North 17 degrees 41 minutes 32 seconds East along said R/W for 174.39 feet; thence run South 72 degrees 18 minutes 28 seconds for 108.43 feet to the Point of Beginning; thence run South 85 degrees 07 minutes 21 seconds East for 400.33 feet; thence run North 17 degrees 41 minutes 41 seconds East for 636.30 feet; thence run North 74 degrees 18 minutes 05 seconds West for 390.59 feet; thence run South 17 degrees 41 minutes 41 seconds West for 711.50 feet to the point of Beginning.

PARCEL III:

Commence along the East 1/4-1/4 line having a Reference Bearing North 0 degrees 13 minutes 37 seconds West at the SE corner of the SE 1/4 of the NW 1/4 of Section 12, Township 21 South, Range 1 East and run thence South 87 degrees 01 minute, 01 second West for 632.82 feet; thence run North 17 degrees 57 minutes 40 seconds East for 766.36 feet; thence run North 85 degrees 07 minutes 21 seconds West for 714.25 feet to the Easterly Right-of-Way of Shelby County Highway #61; thence run North 17 degrees 41 minutes 32 seconds East along said Right-of-Way for 174.39 feet; thence run South 72 degrees 18 minutes 28 seconds East for 108.34 feet; thence run North 17 degrees 41 minutes 41 seconds East for 54.79 feet to the Point of Beginning; thence continue along the last described course for 656.71 feet; thence run South 74 degrees 18 minutes 05 seconds East for 390.59 feet; thence run South 8 degrees 53 minutes 44 seconds West for 568.41 feet; thence run North 85 degrees 07 minutes 21 seconds West for 489.50 feet to the Point of Beginning.