


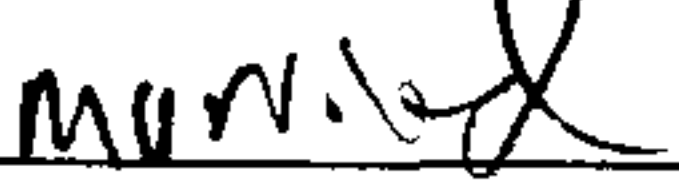
This instrument was prepared by:  
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PO Box 822, Columbiana, AL 35051

  
20040220000089420 Pg 1/3 167.00  
Shelby Cnty Judge of Probate, AL  
02/20/2004 13:15:00 FILED/CERTIFIED

# MORTGAGE DEED

STATE OF ALABAMA  
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

STANCIL HANDLEY, A  MAN

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

BASIL R. SMITH

(hereinafter called "Mortgagee", whether one or more),

in the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)  
evidenced by a mortgage note.

And whereas, Mortgagors agreed, in incurring said indebtedness, which this mortgage should be  
given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

STANCIL HANDLEY

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 EXHIBIT "A" FOR LEGAL DESCRIPTION.

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

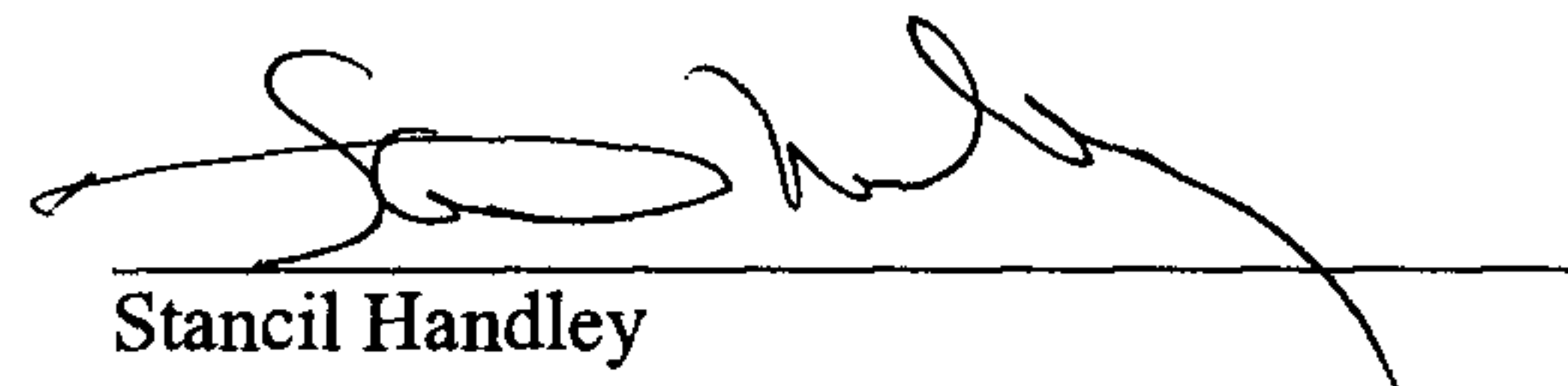
**To Have And To Hold** the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and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

STANCIL HANDLEY

Have hereunto set her signature and seal, this 18<sup>TH</sup> day of February, 2004.

  
Stancil Handley

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STATE OF ALABAMA  
SHELBY COUNTY

I, MICHAEL T. ATCHISON, a Notary Public in and for said County, in said State, hereby certify that STANCIL HANDLEY whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me acknowledged before me on this day, that being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18<sup>th</sup> day of February, 2004.

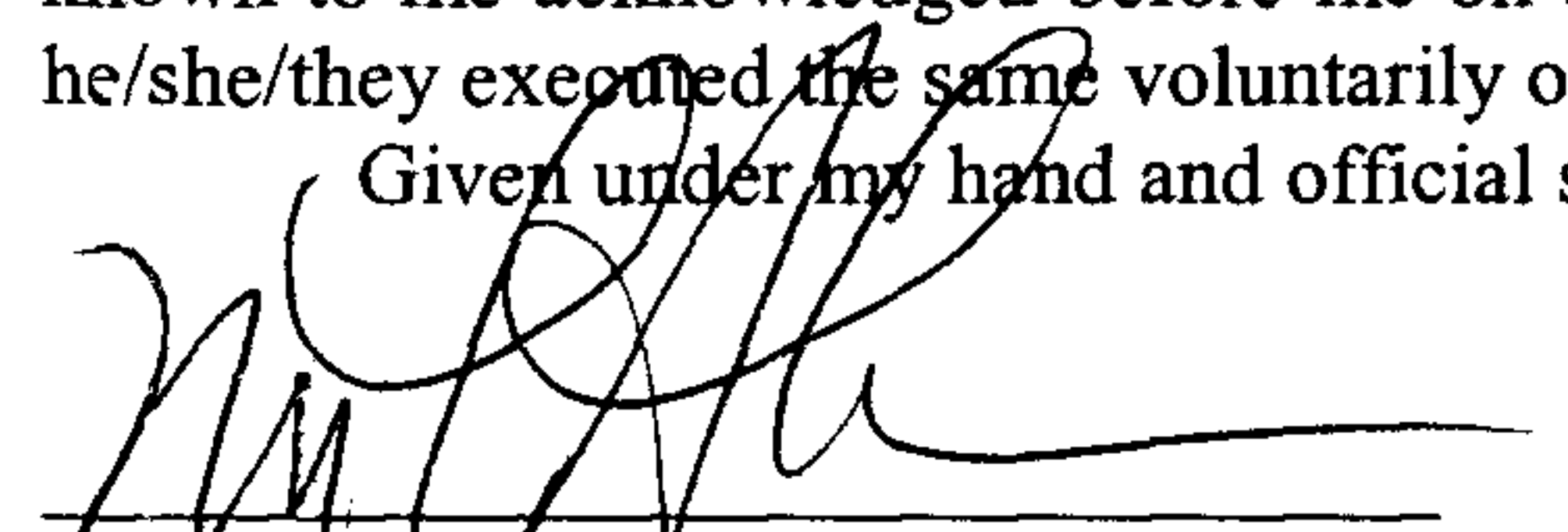
  
Notary Public  
My commission expires: 10-16-04

Exhibit "A"

LEGAL DESCRIPTION

PARCEL I:

Lot No. 2, according to McDow, Walton & Harrison Subdivision of Columbiana, Alabama, as shown by map recorded in the Probate Office of Shelby County, Alabama, in Map Book 3, Page 153. Situated in Shelby County, Alabama.

ALSO, a triangular parcel of land constituting a part of Lot 4, according to Map of McDow, Walton & Harrison Subdivision, Columbiana, Alabama, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 3, Page 153, more particularly described as follows: Commence at the NW corner of said Lot NO. 4 according to said subdivision and run thence Southwesterly along the West boundary of said Lot NO. 4, a distance of 9.77 feet to a point; thence run Easterly in a straight line to the NE corner of said Lot NO. 4, which said point is on the West boundary of Myrtle Street, which said point constitutes the SE corner of Lot NO. 2, according to said subdivision; thence run Northwesterly along the North boundary of said Lot NO. 4, 84.08 feet to the point of beginning.

PARCEL II:

Lot 13, according to McDow, Walton & Harrison Subdivision in the Town of Columbiana, Alabama, as shown by map recorded in Map Book 3, Page 153, in the Office of the Probate Judge of Shelby County, Alabama. Situated in Shelby County, Alabama.

PARCEL III:

Commence at the NW corner of the NE 1/4 of NW 1/4 of Section 26, Township 21 South, Range 1 West; thence run South 1 degree 51 minutes East a distance of 447.00 feet to an iron pin on the South right of way line of the Southern Railroad and the NE corner of Columbiana Homes, Inc. Housing Project; thence continue South 1 degree 51 minutes East a distance of 791.19 feet to a point on the South right of way line of Alabama Highway #70; thence turn an angle of 99 degrees 12 minutes to the left and run along South right of way line of said Highway #70 a distance of 89.76 feet to the point of beginning; thence continue in the same direction along the South right of way line of said Alabama Highway #70 a distance of 100.00 feet; thence turn an angle of 93 degrees 05 minutes to the right and run a distance of 200.00 feet; thence turn an angle of 86 degrees 55 minutes to the right and run a distance of 100.00 feet; thence turn an angle of 93 degrees 05 minutes to the right and run a distance of 200.00 feet to the point of beginning.

PARCEL IV:

That certain tract or parcel of land in the town of Columbiana, Alabama, described as beginning at the intersection of the North line of Sterrett Street with the East line of Section 23, Township 21 South of Range 1 West, and run thence North along East line of said section 91 feet; thence run in a westerly direction at an included angle of 91 degrees 30 minutes 100 feet; thence in a southerly direction at an included angle of 88 degrees 49 minutes 93.6 feet to the North line of Sterrett Street; thence East along the North line of Sterrett Street 100 feet to the point of beginning. The above described property fronts 100 feet on the North line of Sterrett Street and runs back in a Northerly direction between parallel lines 100 feet apart, 91 feet along the Easterly line and 93.6 feet on the Westerly side to a wire fence in rear.

Situated in Shelby County, Alabama.