

20040623000341400 Pg 1/2 14.00  
Shelby Cnty Judge of Probate, AL  
06/23/2004 10:19:00 FILED/CERTIFIED

This instrument was prepared by:  
(Name) Cheryl Hill  
(Address) P. O. Box 986  
Pelham, AL 35124

**MORTGAGE**

**STATE OF ALABAMA**  
**SHELBY COUNTY** } **KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

**Kelley Properties, LLC**

(hereinafter called "Mortgagors", whether one or more) are justly indebted to **Larry W. Hill, Sr.**

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

of **Fifty Nine Thousand Six Hundred Fifty Three Dollars & 20/100 cents** (\$ 59,653.20 ), evidenced by

**Promissory Note**

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the payment thereof.

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

**Kelley Properties, LLC**

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,**

**Part of the NW¼ of the NE ¼ of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:**

**Beginning at the SW corner of said NW¼ of the NE ¼ of Section 12, run in a northerly direction along the west line of said ¼-¼ Section for a distance of 214.00 feet to an existing iron pin; thence turn an angle to the right of 75°47'11" and run in a northeasterly direction for a distance of 89.31 feet to an existing iron pin being on the southwest right-of-way line of Chandalar Place Drive said southwest right-of-way line of Chandalar Place Drive being a curved right-of-way line and being concave in a northeasterly direction and having a central angle of 68°45' and a radius of 65.0 feet; thence turn an angle to the right (56°40'10" to the chord of said curve and said chord being 73.40 feet) and run in a southeasterly direction along the arc of said curve for a distance of 78.0 feet to an existing iron pin; thence turn an angle to the right (50°48'48.5" from last mentioned chord line) and run in a southerly direction for a distance of 190.0 feet to an existing iron pin being on the south line of said ¼-¼ Section; thence turn an angle to the right of 88°11'21" and run in a westerly direction along the south line of said ¼-¼ Section for a distance of 129.94 feet, more or less, to the point of beginning, containing 29,569 square feet of 0.679 acres, more or less.**

**RECORDER'S MEMORANDUM**  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

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

**RECORDER'S MEMORANDUM**  
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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 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 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 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 the 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 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, for 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 Kelley Properties, LLC.

have hereunto set our signatures and seal, this 2004

*[Handwritten signatures]*

SEAL  
SEAL  
SEAL

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THE STATE of ALABAMA  
SHELBY COUNTY }

I, Glenda b Bradley, a Notary Public in and for said County, in said state,

hereby certify that Sandra Kelley  
Mike Kelley

whose names 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 executed the same voluntarily on the day the same bears date

14th day of June 2004  
*[Signature]*  
Notary Public

THE STATE of  
COUNTY }

I, a Notary Public in and for said county, in said State,

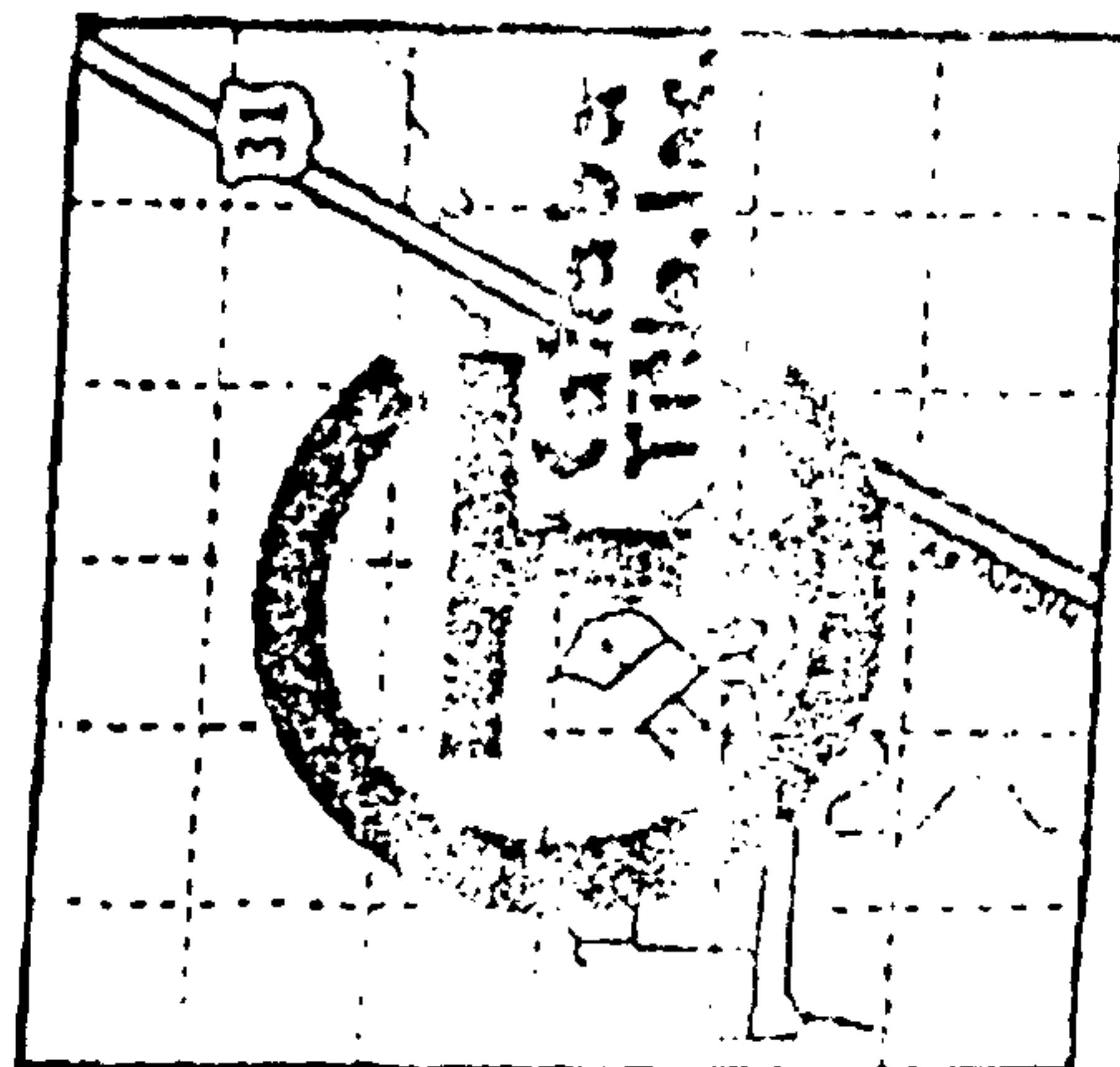
hereby certify that

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 day of 19 Notary Public

MORTGAGE

STATE OF ALABAMA  
COUNTY OF



Recording Fee \$  
Deed Tax \$

This form furnished by

**Calhoun Title, Inc.**  
2008 Valley Way Bldg  
Birmingham, Alabama 35244  
Phone (205) 989-5600  
LOCATED IN RIVERCHASE

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