

STATE OF ALABAMA )  
 )  
SHELBY COUNTY )

MORTGAGE DEED

KNOW ALL MEN BY THESE PRESENTS: That whereas, PHILLIP D. RACHELS AND WIFE, DIANE S. RACHELS, (hereinafter called "Mortgagors", whether one or more) are justly indebted to SHERMAN HOLLAND, JR., (hereinafter called "Mortgagee", (whether one or more), in the full principal sum of THREE HUNDRED THOUSAND AND 00/100 (\$ 300,000.00) DOLLARS, evidenced by one real estate mortgage note bearing date of December 30, 2004, and payable according to the terms and conditions contained in said note.

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, PHILLIP D. RACHELS AND WIFE, DIANE S. RACHELS, 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:

A parcel of land situated in Section 27, Township 22 South, Range 3 West, Shelby County, Alabama, more particularly described in Exhibit "A", hereto attached and made a part hereof the same as if fully set out herein for a full and complete description of the property herein conveyed.

This is a purchase money first mortgage given to secure the entirety of the purchase price on the hereinabove described real property.

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 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 on the 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 shall 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 the cost of collecting same; all amounts so expended by said mortgagee for taxes or assessments, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall

Bate



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 Mortgagors pay the indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, insurance or assessments, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by 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 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 first 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 mass 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 the sale; and Fourth, the balance, if any, to be turned over to the mortgagor and the undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and the 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 PHILLIP D. RACHELS AND WIFE, DIANE S. RACHELS, have hereunto set their signatures and seals, this 30th day of December, 2004.

  
\_\_\_\_\_  
Phillip D. Rachels, Mortgagor (SEAL)

  
\_\_\_\_\_  
Diane S. Rachels, Mortgagor (SEAL)

STATE OF ALABAMA )  
                                  )  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Phillip D. Rachels and wife, Diane S. Rachels, 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 30th day of  
December, 2004.

MY COMMISSION EXPIRES:

7/29/2006

John Burdette Bates  
Notary Public

This instrument was prepared by:

John Burdette Bates, Attorney at Law  
#10 Office Park Circle, Suite 122  
Birmingham, Alabama 35223



**EXHIBIT "A"**

**A parcel of land situated in Section 27, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:**

**Commence at the Northwest corner of said Section 27; thence run South 88 degrees 54 minutes 12 seconds East along the said North line for a distance of 1864.37 feet to the point of beginning; thence continue along the said North line for a distance of 299.43 feet; thence departing said North line run South 25 degrees 06 minutes 32 seconds West for a distance of 166.53 feet; thence run South 39 degrees 13 minutes 25 seconds West for a distance of 115.89 feet; thence run South 46 degrees 41 minutes 32 seconds West for a distance of 144.35 feet; thence run North 59 degrees 51 minutes 54 seconds West for a distance of 59.39 feet to a point on a non-tangent curve to the left having a radius of 105.00 feet, a central angle of 132 degrees 32 minutes 14 seconds, and subtended by a chord which bears North 73 degrees 30 minutes 05 seconds West, a chord distance of 192.24 feet; thence along the arc of said curve for an arc distance of 242.89 feet; thence run North 49 degrees 46 minutes 12 seconds West for a distance of 10.17 feet; thence run North 40 degrees 13 minutes 48 seconds East for a distance of 44.33 feet; thence run North 36 degrees 42 minutes 51 seconds East for a distance of 275.05 feet to the point of beginning.**

**Situated in Shelby County, Alabama.**