


This instrument was prepared by:
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2005010600006440 Pg 1/3 18.00
Shelby Cnty Judge of Probate, AL
01/06/2005 09:25:00 FILED/CERTIFIED

MORTGAGE

STATE OF ALABAMA

COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Melissa G. Lumpkin and husband, Frank L. Lumpkin

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

UNIVERSITY FEDERAL CREDIT UNION, a federally chartered credit union,

(hereinafter called "Mortgagee" whether one or more), in the sum of One Hundred Thirty-Three Thousand and 00/100 Dollars (\$133,000.00), evidenced by a real estate mortgage note executed simultaneously herewith

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 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.

Melissa G. Lumpkin, one of the mortgagors herein, is one and the same person as the Melissa Mauser Galvin who acquired title to the property herein by Statutory Warranty Deed recorded in Instrument No. 2020524000247300 in the Probate Office of Shelby County, Alabama.


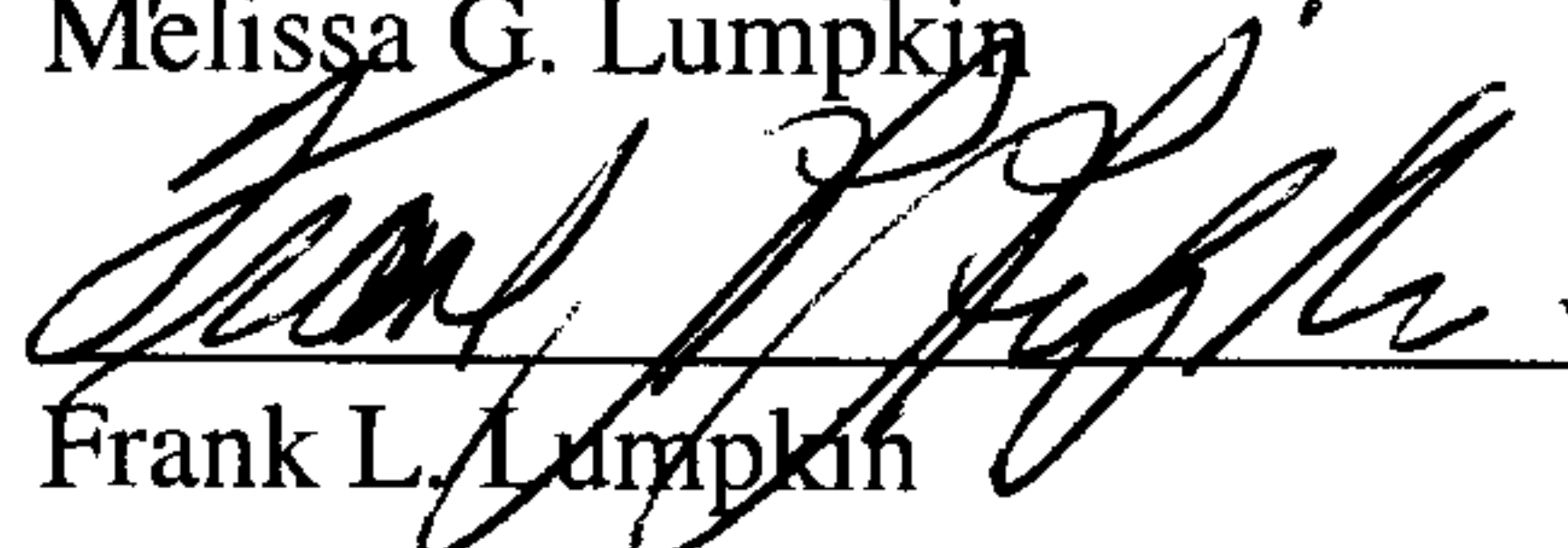
If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

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 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 therefore; 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 Melissa G. Lumpkin and husband, Frank L. Lumpkin, have hereunto set their signatures and seals this the 30th day of December, 2004.

 (SEAL)
Melissa G. Lumpkin
 (SEAL)
Frank L. Lumpkin

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Melissa G. Lumpkin** and **Frank L. Lumpkin**, 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 the 30th day of December, 2004.

My Commission Expires: 08/04/05


John L. Hartman, III, Notary Public

EXHIBIT "A"

A parcel of land situated in the SE ¼ of Section 17, Township 21 South, Range 4 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at a 3" capped pipe found, being the SW corner of the NE ¼ of the SE ¼ of said Section 17; thence N 01°37'02" W along the West line of the NE ¼ of the SE ¼ of said Section 17, a distance of 561.36 feet to an iron pin set in the centerline of an unnamed public dirt road; thence S 36°38'01" W and along said centerline a distance of 164.92 feet to an iron pin set; thence S 38°17'33" W and along said centerline, a distance of 284.56 to an iron pin set; thence S 25°09'49" W and along said centerline, a distance of 102.29 feet to an iron pin set; thence S 17°21'12" W and along said centerline, a distance of 79.55 feet to an iron pin set on the point of a curve to the left, having a radius of 80.00 feet, a delta of 80°56'22" and subtended by a chord which bears S 23°06'59" E a chord distance of 103.65 feet; thence along said curve and said centerline an arc distance of 113.01 feet to an iron pin set; thence S 63°35'10" E and along said centerline, a distance of 41.69 feet to an iron pin set on the point of a curve to the right having a radius of 100.00 feet, a delta of 13°58'26" and subtended by a chord which bears S 56°35'57" E, a chord distance of 24.33 feet; thence along said curve and said centerline an arc distance of 24.39 feet to an iron pin set; thence S 49°36'45" E and along said centerline, a distance of 92.22 feet to an iron pin set; thence S 07°22'10" W and leaving said centerline, a distance of 86.93 feet to an iron pin set on the north bank of the Cahaba River; thence easterly along said North bank, a distance of 24.30 feet more or less to the North line of the SE ¼ of the SE ¼, said North bank being subtended by the following described survey line; thence from an iron pin set on the intersection of the West line of Subject Property and the Northerly bank of the Cahaba River S 21°58'43" E, a distance of 314.67 feet to an iron pin set on the top of the bank of said river; thence S 36°23'02" E, a distance of 284.26 feet to an iron pin set on the top of the bank of said river; thence S 45°31'40" E, a distance of 323.20 feet to an iron pin set on the top of the bank of said river; thence N 75°40'49" E, a distance of 343.33 feet to an iron pin set on the top of the bank of said river; thence N 47°50'45" E, a distance of 355.70 feet to an iron pin set on the top of the bank of said river; thence N 33°16'11" E, a distance of 577.42 feet to an iron pin set on the top of the bank of said river; thence N 26°34'04" E, a distance of 215.83 feet to an iron pin set at the intersection of the top of the bank of said river and the South line of said ¼ ¼ section; thence S 89°09'41" W and along said South line, a distance of 1322.05 feet to the point of beginning.