


This Instrument Prepared By:

Scott J. Humphrey, Esq.  
3829 Lorna Road, Suite 312  
Hoover, Alabama 35244

  
20050701000327920 1/4 \$47.00  
Shelby Cnty Judge of Probate, AL  
07/01/2005 07:57:04AM FILED/CERT

STATE OF ALABAMA)  
COUNTY OF SHELBY)

**MORTGAGE**

3<sup>rd</sup> Mortgage

**KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

**MCDONELL SANDS, LLC**

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

**WILLIAM T. BEZKOR, JR.**

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

**Eighteen Thousand and no/100 Dollars (\$18,000.00)**

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof, no later than September 22, 2005.

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

**MCDONELL SANDS, 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, to-wit:

**"SEE ATTACHED EXHIBIT A"**

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

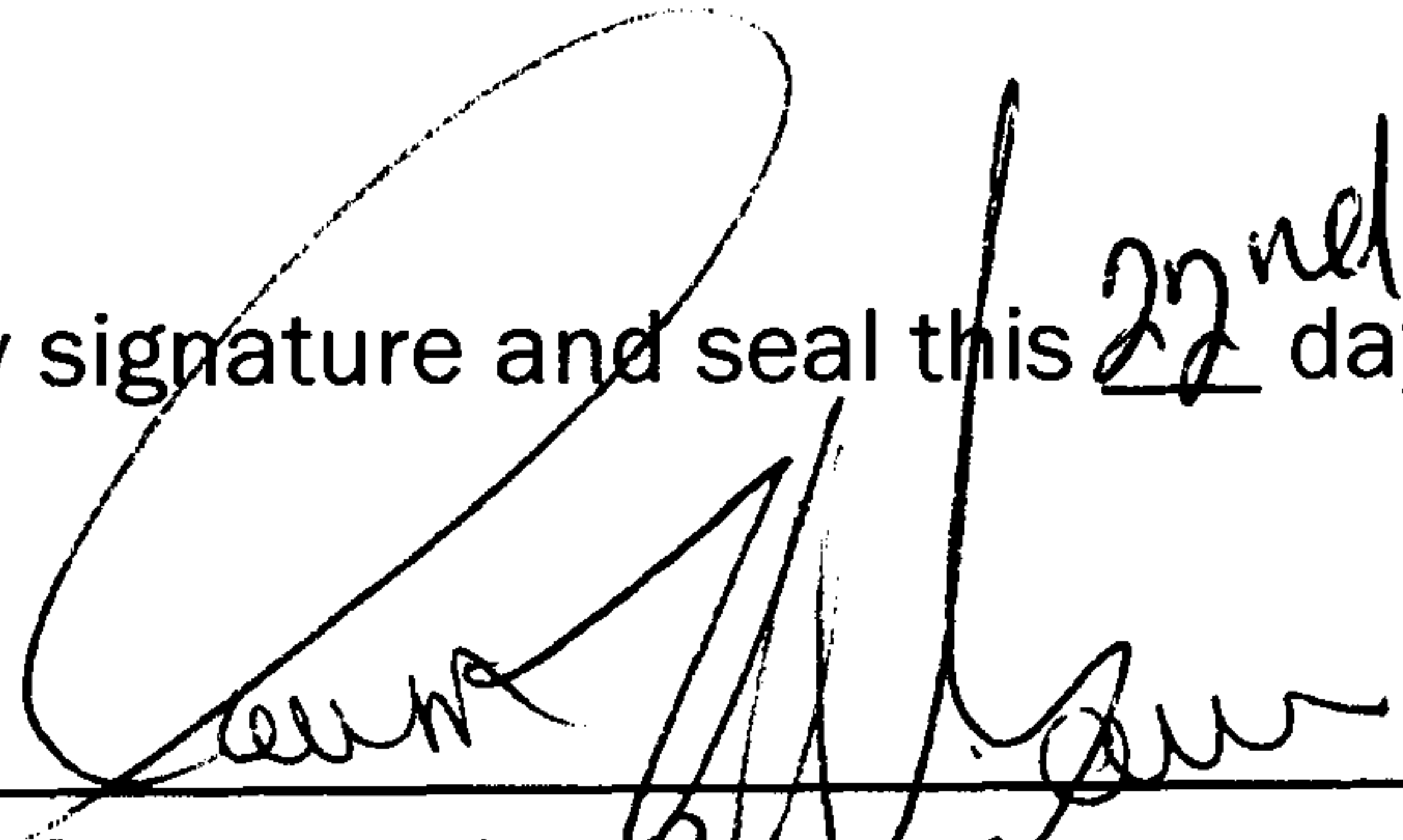
To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever, and for the purpose of further securing the payment of



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, lightening 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 Mortgagees; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said 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 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 has hereunto set my signature and seal this 22<sup>nd</sup> day of June, 2005.

  
By: Darron M. Barrus  
For: MCDONNELL SANDS, LLC

STATE OF ALABAMA)  
COUNTY OF SHELBY)


I, the hereby undersigned, a Notary Public in and for said County, in said State, hereby certify that Darron M. Barrus, whose name as Owner of MCDONNELL SANDS, LLC, 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 the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity.

Given under my hand and seal this the 22<sup>nd</sup> day of June, 2005.

  
\_\_\_\_\_  
NOTARY PUBLIC:

My Commission Expires: \_\_\_\_\_


ERICA MICHELLE ACOSTA  
MY COMMISSION EXPIRES  
JAN 22, 2007  
ALABAMA STATE AT LARGE

  
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**EXHIBIT "A"**

The following described real estate, situated in Shelby County, Alabama, to-wit:

From the Northeast corner of Section 2, Township 21, Range 3 West 894 feet to the right of way of the Louisville Nashville Railroad Co. South 4°45' 254 feet to the Point of Beginning. Thence South 4°45' West 25 feet along the right of way of the Louisville Nashville Railroad Co., thence East 84°15' South 107 feet, more or less to the Birmingham and Montgomery Highway to a point 75 feet North of center line on a culvert under the Montgomery and Birmingham Highway, thence North 5°15' East 25 feet along the Birmingham and Montgomery Highway, thence West 107 feet more or less to the right of way of the Louisville Nashville Railroad Co. to the point of beginning, lying and being in the NE ¼ of the NE ¼ Section 2, Township 21, Range 3 West.

  
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