

# MORTGAGE DEED

This Mortgage is given by Gary Michael Lange, hereinafter called Borrower, of 210 Hillwood Park South, Alabaster, AL 35007 to Earl D. & Jeanne L. Haney, hereinafter called Lender, which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of \$ 85,716.00, all as provided in a Note having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with MORTGAGE COVENANTS, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described:

Part of the SE 1/4 of SW 1/4 of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: From the Southwest corner of said 1/4 1/4 section, run in an Easterly direction along the South line of said 1/4 1/4 section for a distance of 77.98 feet, thence turn an angle to the left of 75 deg. 33 min. 30 sec. and run in a Northeasterly direction along the East line of Lots 14, 15, 16, 17, and 18, Block 3, Resurvey of Georges Subdivision of Keystone Sector 3, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 4, page 33, for a distance of 460.0 feet to the point of beginning, thence turn an angle to the right of 87 deg. 45 min. 30 sec. and run in a Southeasterly direction for a distance of 280.40 feet, thence turn an angle to the left of 73 deg. 47 min. and run in a Northeasterly direction for a distance of 190.03 feet, thence turn an angle to the left of 91 deg. 43 min 30 sec. and run in a Northwesterly direction for a distance of 51.73 feet, more or less, to a corner of Lot 3, Circle Hill Subdivision as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 5 page 112, thence turn an angle to the left of 94 deg. 51 min. 22 sec. and run in a Southwesterly direction for a distance of 45.42 feet to the Northeast corner of said Lot 3, Circle Hill Subdivision, thence turn an angle to the right of 82 deg. 36 min. 22 sec. and run in a Northwesterly direction along the South line of Lots 3 and 4 of said Circle Hill Subdivision for a distance of 269.68 feet to the Southwest corner of said Lot 4, thence turn an angle to the left of 90 deg. and run in a Southwesterly direction along the east line of Lots 20, 19 and 18, Block 3 of said Resurvey of Georges Subdivision of Keystone Sector 3, for a distance of 161.31 feet, more or less, to the point of beginning.

Easement: Also included in this conveyance is a non-exclusive easement for ingress, egress and utilities, fifty feet in width running from the subject property to County Highway #68 to and then over and across that same property made the subject of a condemnation by the Town of Alabaster for its water tower as set out and described in Minutes 32 page 655 in the Probate Office of Shelby County, Alabama.

**SUBJECT TO:**

Borrower further and agrees that:  
1. Interest rate of amortization of ten

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights, if not owned by Seller.

covenants  
8% with an  
(10) years,

with monthly payments being due August 1 2005.

2. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.
3. In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
4. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.
5. Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.
6. Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of said land in fee simple; that Borrower has lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein.

This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein, for breach of which Lender shall have the STATUTORY POWER OF SALE to the extent existing under State law.

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7/06/2005 01:50:09PM FILED/CERT  
20050706000337620 1/2 \$142.70  
Shelby Cnty Judge of Probate, AL

Executed under seal this 6 day of July, 2005.

**BORROWER:**

Gary Michael Lange  
(Signature of Borrower)

Gary Michael Lange

[Printed or Typed Name of Borrower]

**LENDER:**

Earl D. Haney & Jeanne L. Haney  
[Signature of Lender]  
EARL D. HANEY JEANNE L. HANEY

Earl D. and Jeanne L. Haney

[Printed or Typed Name of Lender]

**ACKNOWLEDGMENT**

STATE OF Alabama

COUNTY OF Shelby

On July 6, 2005 before me, Wendy C. Allen, personally appeared Mr. & Mrs. Earl Haney, and Mike Lange personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: WCA

(Seal)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 17, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

20050706000337620 2/2 \$142.70  
Shelby Cnty Judge of Probate, AL  
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