

This instrument was prepared by:
Michael T. Atchison, Attorney At Law
PO Box 822, Columbiana, AL 35051


20050720000362510 1/3 \$377.00
Shelby Cnty Judge of Probate, AL
07/20/2005 11:20:14AM FILED/CERT

MORTGAGE DEED

**STATE OF ALABAMA
COUNTY SHELBY**

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JEFFREY L HAMNER AND WIFE, TRACI L HAMNER

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

TERRY GALLUPS AND VICKI G GALLUPS

(hereinafter called "Mortgagee", whether one or more),

in the sum of TWO HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$240,000.00) evidenced by a mortgage note.

And whereas, Mortgagors agreed, in incurring said indebtedness, which this mortgage should be given to secure the prompt payment thereof.

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

JEFFREY L HAMNER AND TRACI L HAMNER

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 EXHIBIT "A" FOR LEGAL DESCRIPTION.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated 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, 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 Mortgagees 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
JEFFREY L HAMNER AND TRACI L HAMNER
Have hereunto set her signature and seal, this 10TH day of June, 2005.


JEFFREY L HAMNER

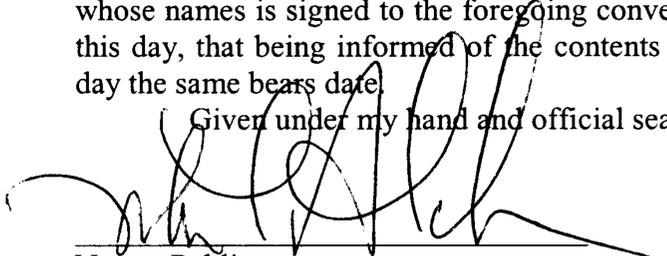

TRACI L HAMNER

STATE OF ALABAMA
SHELBY COUNTY

I, MICHAEL T. ATCHISON, a Notary Public in and for said County, in said State, hereby certify that

JEFFREY L HAMNER AND TRACI L HAMNER
whose names 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10TH day of June, 2005.


Notary Public

My commission expires: 10-16-08




20050720000362510 2/3 \$377.00
Shelby Cnty Judge of Probate, AL
07/20/2005 11:20:14AM FILED/CERT

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL II:

Beginning at the Northwest corner of Section 31, Township 20 South, Range 2 East, at a 1-inch octagon rod found in place; thence run Southerly along the West boundary line of said Section 31 a distance of 1317.08 feet to the Northwest corner of the SW 1/4 of NW 1/4 of said Section 31; thence continue along said West boundary line a distance of 623.01 feet to a point; thence turn an angle of 87 degrees 59 minutes 24 seconds to the right and run Westerly a distance of 333.35 feet to a point on the East right of way line of County Highway 61; thence turn an angle of 90 degrees 44 minutes 23 seconds to the left and run Southerly along said right of way a distance of 439.91 feet to a point; thence turn an angle of 97 degrees 14 minutes 41 seconds to the left and run a distance of 316.84 feet to a point on the West boundary line of the SW 1/4 of NW 1/4, of said Section 31; thence turn an angle of 99 degrees 59 minutes 40 seconds to the right and run Southerly along said West boundary line a distance of 297.96 feet to the Southwest corner of said SW 1/4 of NW 1/4; thence turn an angle of 89 degrees 43 minutes 10 seconds to the left and run Easterly along the South boundary line of said SW 1/4 of NW 1/4 a distance of 1320.65 feet to the Southeast corner of said SW 1/4 of NW 1/4; thence continue along the same line and along the South boundary line of the SE 1/4 of the NW 1/4 of said Section 31, a distance of 1110.65 feet to a point; thence turn an angle of 90 degrees 12 minutes 30 seconds to the left and run Northerly a distance of 105.0 feet to a point; thence turn an angle of 89 degrees 47 minutes 30 seconds to the left and run Westerly a distance of 50.0 feet to a point; thence turn an angle of 101 degrees 45 minutes 25 seconds to the right and run Northeasterly a distance of 202.51 feet to a point; thence turn an angle of 101 degrees 22 minutes 14 seconds to the right and run Southeasterly a distance of 237.43 feet to a point on the East boundary line of the said SE 1/4 of NW 1/4 (said point being 210.0 feet North of a concrete monument marking the center of said Section 31; thence turn an angle of 113 degrees 20 minutes 11 seconds to the left and run Northerly along the said East boundary line a distance of 1109.36 feet to a concrete found in place at the Northeast corner of said SE 1/4 of NW 1/4; thence turn an angle of 89 degrees 50 minutes 29 seconds to the left and run Westerly a distance of 1321.48 feet to the Southeast corner of the NW 1/4 of NW 1/4 of said Section 31; thence turn an angle of 89 degrees 48 minutes 19 seconds to the right and run Northerly along the East boundary line of said NW 1/4 of NW 1/4 a distance of 1318.22 feet to the Northeast corner of said NW 1/4 of NW 1/4; thence turn an angle of 89 degrees 51 minutes 19 seconds to the left and run Westerly along the North boundary line of said NW 1/4 of NW 1/4 a distance of 1322.29 feet to the point of beginning. Said parcel of land is lying in the SE 1/4 of NE 1/4, Section 36, Township 20 South, Range 1 East, and the NW 1/4 of NW 1/4, SW 1/4 of NW 1/4, and SE 1/4 of NW 1/4, Section 31, Township 20 South, Range 2 East.

LESS AND EXCEPT all that part of the NW 1/4 of the NW 1/4, Section 31, Township 20 South, Range 2 East, lying Southwest of property conveyed to Southern Electric Generating Company, as recorded in Real Record 278, Page 319, in Probate Office.

ALSO, LESS AND EXCEPT the North 207.78 feet of the S 1/2 of the NW 1/4, Section 31, Township 20 South, Range 2 East, lying Southwest of property conveyed to Southern Electric Generating Company, as recorded in Real Record 278, Page 319, in Probate Office.

LESS AND EXCEPT any part conveyed to Southern Electric Generating Company, as recorded in Real Record 278, Page 319, in Probate Office.

LESS AND EXCEPT property conveyed in Inst. No. 1998-9894 recorded in Probate Office of Shelby County, Alabama.

LESS AND EXCEPT any portion of caption lands lying Northeast of Southern Generating Co. Railroad.

Also, a part of the SE 1/4 of the NE 1/4, Section 36, Township 20 South, Range 1 East, being more particularly described as follows:

Commence at the SE corner of said 1/4-1/4 Section and run thence North along the East line of said Section a distance of 297.96 feet to a point; thence turn an angle of 99 degrees 59 minutes 20 seconds to the left and run 316.84 feet to a point on the East right of way line of Highway #61; thence turn an angle of 97 degrees 14 minutes 41 seconds to the left and run along the East right of way of said Highway #61 to its intersection with the South line of the SE 1/4 of the NE 1/4 of said Section 36; thence run East along the South line of said 1/4-1/4 Section to the point of beginning.


20050720000362510 3/3 \$377.00
Shelby Cnty Judge of Probate, AL
07/20/2005 11:20:14AM FILED/CERT