



20050922000492220 1/3 \$69.50  
Shelby Cnty Judge of Probate, AL  
09/22/2005 10:19:22AM FILED/CERT

**MORTGAGE**

**STATE OF ALABAMA )**

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

**SHELBY COUNTY )**

**Linda H. Malone, an unmarried woman, (hereinafter called "Mortgagor,") are justly indebted to Ameristar Mortgage and Financial Services, Inc., (hereinafter called "Mortgagee") in the sum of Thirty-Five Thousand Dollars and 00/100 (\$35,000.00).**

And Whereas, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment hereof.

NOW THEREFORE, in consideration of the premises, said **Mortgagor, Linda H. Malone,** hereby grants, bargains, sells and conveys unto the Mortgagee the following described real estate, situated in **Shelby County, Alabama, State of Alabama,** to wit:

Property Description:

State of Alabama                      County of Shelby

SEE ATTACHMENT EXHIBIT 'A' HERETO AND MADE A PART THEREOF.

**PROPERTY ADDRESSES: 305 Misty Water Lane; Columbiana, AL 35051**

This mortgage is given to secure the stated indebtedness herein and to secure any other amount that the mortgage or assigns of mortgagee may advance to the mortgagor before the payments in full of the mortgage indebtedness.

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 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 the loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with los, 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 the undersigned fails to keep said property insured as above specified, or fails to deliver said insurance polices 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

*LM*

*Professional Title*

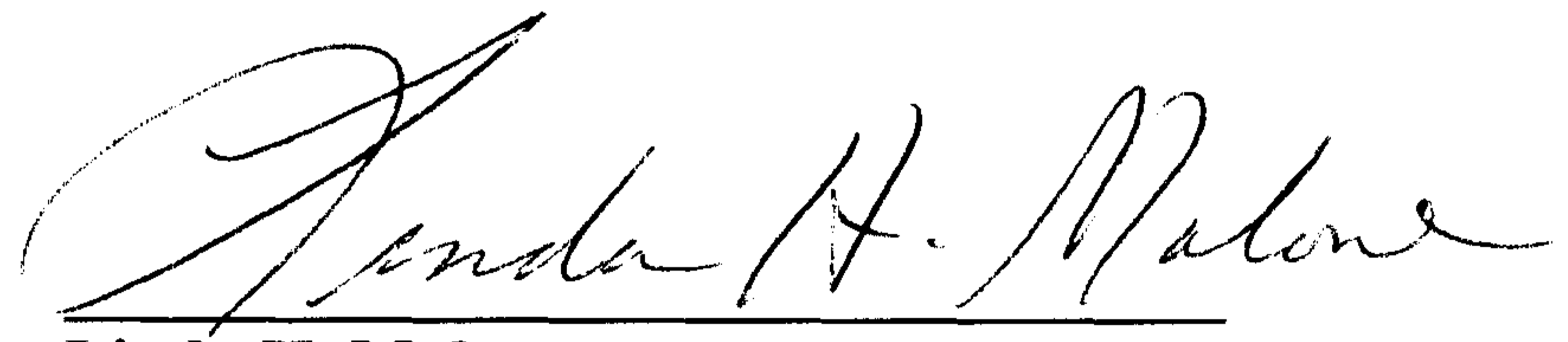


or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagors pay said indebtedness, and reimburse 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 hereof, 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 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 Courthouse 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's attorney 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 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 any court, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned, **Linda H. Malone**, this 28<sup>th</sup> day of July, 2005.

**CAUTION: IT IS IMPORTANT  
THAT YOU READ THIS DOCUMENT  
THOROUGHLY BEFORE SIGNING IT!**

  
**Linda H. Malone**

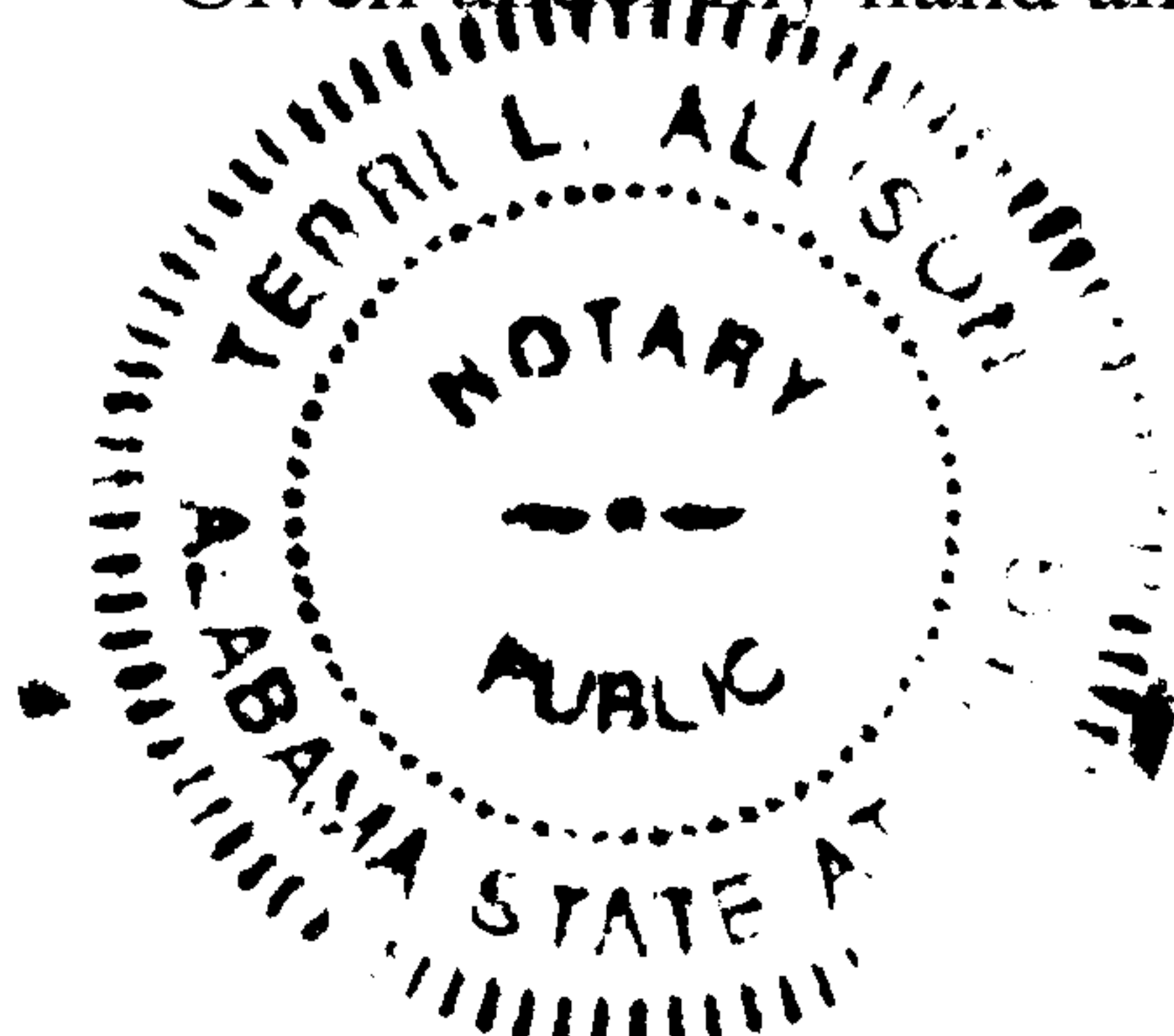
**NOTARY SECTION**

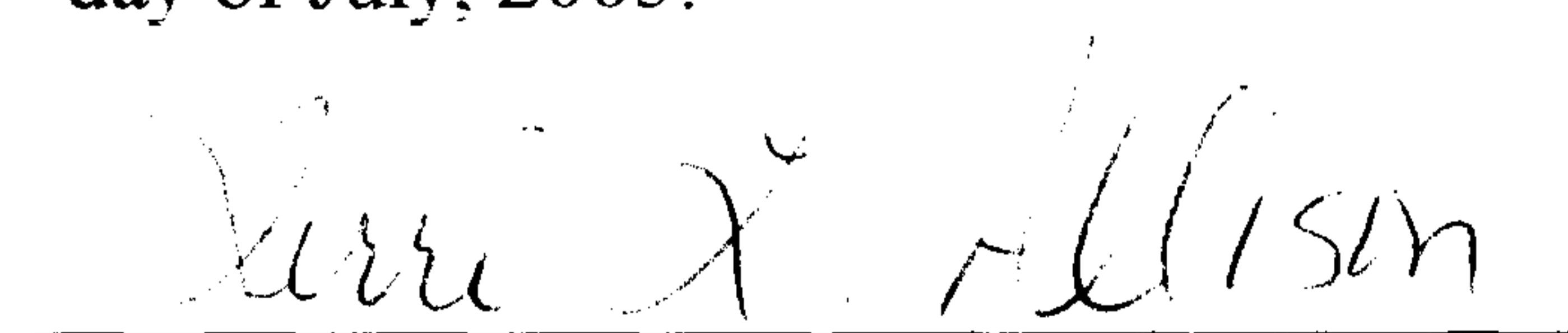
STATE OF ALABAMA            )  
SHELBY COUNTY                )

  
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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Linda H. Malone**, whose name 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 on the day the same bears date.

Given under my hand and official seal, this the 28<sup>th</sup> day of July, 2005.



  
NOTARY PUBLIC

My Commission Expires: 7-25-06



**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**

Property described herein being parts of the NW 1/4 of the SE 1/4 and the SW 1/4 of the NE 1/4 of Section 1, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

**PARCEL A:**

Begin at the NE corner of the NW 1/4 of the SE 1/4 of Section 1, Township 20 South, Range 1 West, Shelby County, Alabama; thence South 00 degrees 13 minutes 56 seconds West along the East line of said 1/4-1/4 section a distance of 379.40 feet; thence North 64 degrees 38 minutes 53 seconds West a distance of 368.84 feet; thence North 00 degrees 30 minutes 27 seconds East a distance of 335.48 feet; thence North 89 degrees 03 minutes 58 seconds East a distance of 331.91 feet to the point of beginning.

**PARCEL B:**

Commence at the NE corner of the NW 1/4 of the SE 1/4 of Section 1, Township 20 South, Range 1 West, Shelby County, Alabama; thence South 00 degrees 13 minutes 56 seconds West along the East line of said 1/4-1/4 section a distance of 379.40 feet to the point of beginning; thence continue along the last described course a distance of 333.99 feet; thence North 83 degrees 26 minutes 43 seconds West a distance of 440.30 feet; thence North 32 degrees 10 minutes 13 seconds East a distance of 183.44 feet; thence North 00 degrees 30 minutes 27 seconds East a distance of 277.92 feet; thence South 64 degrees 38 minutes 53 seconds East a distance of 368.84 feet to the point of beginning. According to the Survey of Rodney Shiflett, dated 2/28/03. A non-exclusive easement for recreational purposes only in, on and over that body of water abutting the herein described property and being further described as follows: a lake located in the SW 1/4 of the NE 1/4 and the NW 1/4 of the NE 1/4 of Section 1, Township 20 South, Range 1 West. Also a non-exclusive easement for ingress and egress more particularly described as follows: From the NE corner of the NW 1/4 of the SE 1/4 of Section 1, Township 20 South, Range 1 West and run southerly along the east boundary of said 1/4-1/4 section of 713.48 feet to the point of beginning of a 20.00 foot easement; thence continue southerly along last said course 354.52 feet to the east side of said 20.00 foot easement; thence run an angle of 88 degrees 48 minutes to the right and run Westerly along the South side of a 20.00 foot easement to the East boundary line of Shelby County Highway No. 447. The above described land being an easement 20.00 feet in width for the purpose of a roadway for ingress and egress.



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*L/M*