20051006000522790 1/3 \$137.00 Shelby Cnty Judge of Probate, AL 10/06/2005 03:12:06PM FILED/CERT

MORTGAGE DEED

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Billy J. Lawley and Delores E. Lawley, husband and wife

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

Linda L. Hutton

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

Eighty-Thousand Dollars (\$ 80,000.00), evidenced by Promissory Note of same date 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 Exhibit "A'

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 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 Mortgagees interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance polices to said Mortgagee, the said Mortgagee, or assigns, may, at Mortgagee's option insure said property for said sum, for Mortgagees own benefit, the policy if collected, to be credited on the said indebtedness, less the 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 expensed 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 expensed but 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 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 same in lots or parcels or en masse as Mortgagee, agents and assignees 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 or conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended or that it may be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full where the same shall or shall not have fulllt 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

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have hereunto set their signature and seal, this	<u> </u>
	Belly January (SEAL) Walones E. Lewiley (SEAL) (SEAL)
STATE OF ALABAMA	
COUNTY OF SHELBY	
1, Janet A. Rubino	, a Notary Public in and for said County, in said
State, hereby certify that whose name is signed to the foregoing conveyance, being informed of the contents of the conveyance, ex	Billy J. Lawley and Dolores E. Lawley and who is known to me acknowledged before me on this day, that secuted same voluntarily on the day the same bears date.
Given under my hand and official se	al the 5th day of October, 2005.
SEAL	Notary Public STATE OF ALABAMA AT LARGE
STATE OF ALABAMA	MY COMMISSION EXPIRES: Nov 4, 2005 BONDED THRU NOTARY PUBLIC UNDERWRITERS
COUNTY OF	
I, a Notary Publ	ic in and for said County, in said State, hereby certify that
whose name as signed to the foregoing conveyance, and who is known of the contents of the conveyance, he / she, as such the act of said corporation.	of , a corporation is wn to me acknowledged before me on this day, that being informed officer and with full authority, executed same voluntarily for and as
Given under my hand and official se	al the day of , 2005.
	Notary Public
SEAL	My commission expires:

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EXHIBIT "A"

Commence at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 21 South, Range 3 West; thence run West along the North line of the Southeast 1/4 of the Northeast 1/4 for a distance of 1263.0 feet; thence turn an angle to the left of 102 degrees, 03 minutes and run Southeast for a distance of 294.72 feet to the point of beginning; from the point of beginning thus obtained continue along the last described course for a distance of 70.70 feet; thence turn an angle to the right of 01 degree, 46 minutes and run Southeast for a distance of 100.65 feet; thence turn an angle to the right of 20 degrees, 55 minutes and run Southwest for a distance of 139.23 feet; thence turn an angle to the right of 22 degrees and run Southwest for a distance of 48.17 feet; thence turn an angle to the right of 27 degrees 48 minutes and run Southwest for a distance of 63.40 feet to the East right of way of U.S. Highway No. 31 South, thence turn an angle to the right of 88 degrees, 50 minutes and run Northwest along the East right of way for a distance of 130.87 feet thence turn an angle to the right of 05 degrees, 22 minutes and run Northwest along the east right of way for a distance of 167.64 feet; thence turn an angle to the right of 87 degrees, 25 minutes and run Northeast for a distance of 240.88 feet to the point of beginning. Description of easement to the above described property. Commence at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 21 South, Range 3 West; thence run West along the North line of the Southeast 1/4 of the Northeast 1/4 for a distance of 1263.0 feet; thence turn an an angle to the left of 102 degrees 03 minutes and run Southeast for a distance of 154.51 feet to the point of beginning said easement being 18 feet in width and lying East of the following described line; from the point of beginning thus obtained continue along the last described course for a distance of 210.91 feet; thence turn an angle to the right of 01 degree, 46 minutes and run Southeast for a distance of 100.65 feet; thence turn an angle to the right of 20 degrees, 55 minutes and run Southwest for a distance of 139.23 feet; thence turn an angle to the right of 22 degrees and run Southwest for a distance of 48.17 feet; thence turn an angle to the right of 27 degrees, 48 minutes and run Southwest for a distance of 63.40 feet to the East right of way of U.S. Highway No. 31 South and the end of said easement.

Inst # 1994-26330

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SHELBY COUNTY JUNGE OF PROBATE
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