



20051102000569930 1/2 \$306.50
Shelby Cnty Judge of Probate, AL
11/02/2005 01:22:09PM FILED/CERT

This instrument was prepared by:

J. T. Tully
5346 Stadium Trace Parkway, Ste. 114
Hoover, Alabama 35244

October 20, 2005

MORTGAGE - J. T. TULLY, ATTORNEY AT LAW, HOOVER, ALABAMA

**STATE OF ALABAMA }
COUNTY OF JEFFERSON }**

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Jay Kirkpatrick and Stephanie Kirkpatrick, Husband and Wife (hereinafter called "Mortgagors", whether one or more) are justly indebted, to Gayle Holmes (hereinafter called "Mortgagee", whether one or more), in the sum of One Hundred Ninety Five Thousand Dollars (\$195,000.00), evidenced by One Promissory Note of even 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, Jay Kirkpatrick and Stephanie Kirkpatrick, 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:

Begin at the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 20 South, Range 1 East; thence run West along the South line of said 1/4-1/4 Section, a distance of 415.89 feet to a point in Shelby County, Highway No. 56, which is a projection of the centerline of a man-made drainage ditch; thence turn a deflection angle of 128 degrees 52 minutes 44 seconds to the right and run along the centerline of said drainage ditch a distance of 631.88 feet; thence turn a deflection angle of 18 degrees 30 minutes 46 seconds to the left, and continue along the centerline of said drainage ditch, a distance of 182.11 feet to the North line of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 27, Township 20 South, Range 1 East, said point being 52.00 feet East of the Northwest corner of said South 1/2 of Southwest 1/4 of Northwest 1/4; thence turn a deflection angle of 69 degrees 37 minutes 38 seconds to the right and run East along the North line of said South 1/2 of Southwest 1/4 of Northwest 1/4, a distance of 949.43 feet to the centerline of a man-made ditch; thence turn a deflection angle of 118 degrees 16 minutes 03 seconds to the left and run along said centerline a distance of 23.91 feet; thence turn a deflection angle of 15 degrees 05 minutes 56 seconds to the right and run along said centerline a distance of 95.00 feet; thence turn a deflection angle of 3 degrees 18 minutes 03 seconds to the right and run along said centerline a distance of 556.98 feet to the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 27; thence turn a deflection angle of 99 degrees 53 minutes 33 seconds to the right and run East along the North line of said 1/4-1/4 Section, a distance of 448.46 feet, to the Northeast corner; thence turn a deflection angle of 89 degrees 24 minutes 53 seconds to the right and run South along the East line of said 1/4-1/4 Section a distance of 1,324.17 feet to the Southeast corner; thence turn a deflection angle of 90 degrees 32 minutes 08 seconds to the right and run West along the South line of said 1/4-1/4 Section, a distance of 1,326.62 feet to the point of beginning. Situated in the Southeast 1/4 of the Northeast 1/4 of Section 28, and the Southwest 1/4 of the Northwest 1/4 of Section 27, Township 20 South, Range 1 East, Huntsville Principal Meridian, Shelby County, Alabama.

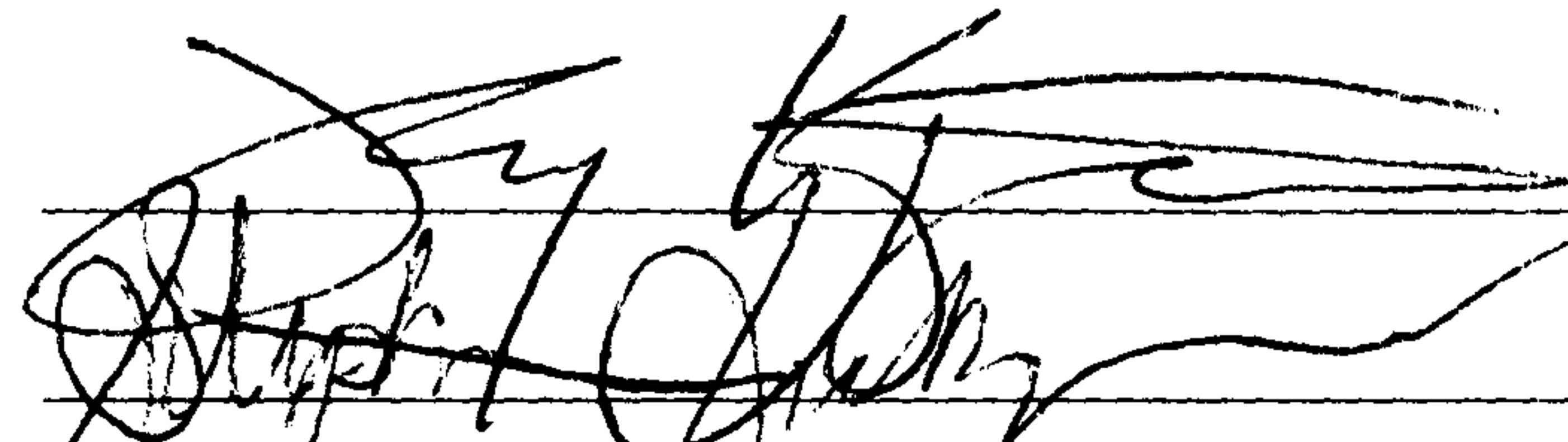
Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

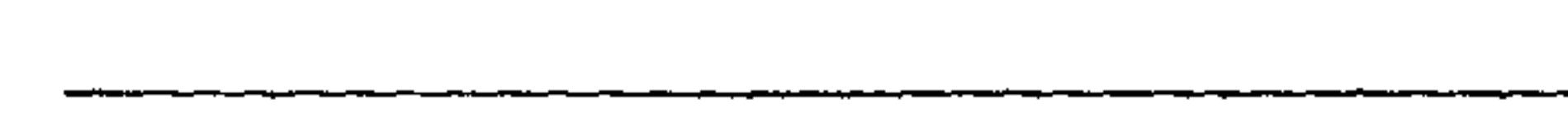
To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns for-ever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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 market 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 the 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 the 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.

It is also agreed between the parties hereto that this mortgage may not be assumed by any third party and the entire indebtedness due hereunder shall become due and payable at once without further notice or demand, at the option of the mortgagee, in the even the mortgagors herein shall at any time convey their interest, or any part thereof to a third party.

IN WITNESS WHEREOF the undersigned Jay Kirkpatrick and Stephanie Kirkpatrick have hereunto set their signatures and seal, this 20th day of October 2005.


(SEAL)

(SEAL)

(SEAL)

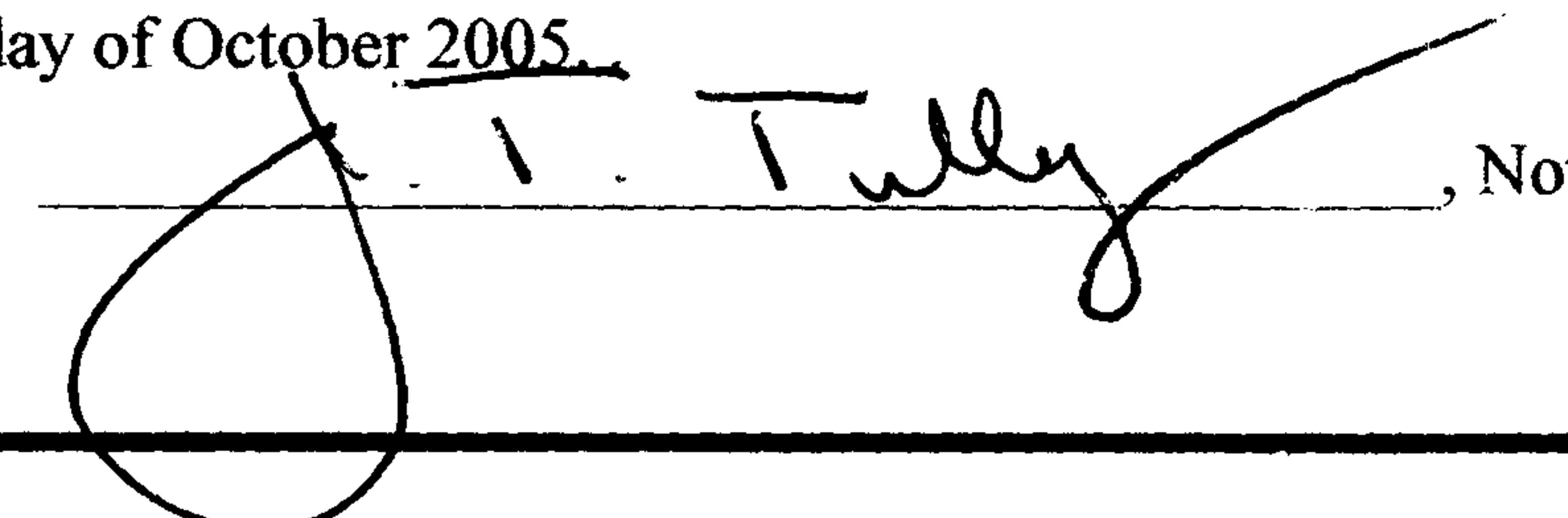
(SEAL)

THE STATE OF ALABAMA }
 }
JEFFERSON COUNTY }

I, J. T. Tully, a Notary Public in and for said County, in said State hereby certify that Jay Kirkpatrick and Stephanie Kirkpatrick whose names are signed to the foregoing conveyance, and who are known to me acknowledge before me on this day, that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 20th day of October 2005.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 3, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS


, Notary Public

This form furnished by:

J. T. TULLY, ATTORNEY AT LAW
5346 STADIUM TRACE PARKWAY, SUITE 114
HOOVER, ALABAMA 35244-4582
(205) 988-3663