20060105000009430 1/3 $91.10
Shelby Cnty Judge of Probate,AL
01/05/2006 01:41:03PM FILED/CERT

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

MORTGAGE DEED

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

RANDALL F. BOSWELL, A Single **MAN**

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

S. M. MAHAN,JR.

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

in the sum of FORTY NINE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($49,400.00) 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,

RANDALL F. BOSWELL

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.
Situated in SHELBY County, Alabama.

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

20060105000009430 2/3 $91.10
Shelby Cnty Judge of Probate, AL
01/05/2006 01:41:03PM FILED/CERT

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
RANDALL F. BOSWELL
Have hereunto set their signatures and seals, this 8TH day of December, 2005.

Randall F. Boswell
RANDALL F. BOSWELL

STATE OF ALABAMA
SHELBY COUNTY

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

RANDALL F. BOSWELL

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 8TH day of DECEMBER, 2005.

Notary Public
My commission expires: 10-16-08

MICHAEL T. ATCHISON NOTARY PUBLIC STATE OF ALABAMA

20060105000009430 3/3 $91.10
Shelby Cnty Judge of Probate,AL
01/05/2006 01:41:03PM FILED/CERT

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL III:
A parcel of land located in Section 28, Township 22 South, Range 3 West, Shelby County, Alabama, described as follows:
Commence at the Southernmost corner of the intersection of Island Street and Shelby Street; thence South 44 degrees 59 minutes 00 seconds East along the Southwesterly right of way of Shelby Street a distance of 117.59 feet; thence South 44 degrees 57 minutes 15 seconds along Shelby Street a distance of 67.43 feet; thence South 44 degrees 58 minutes 23 seconds East along Shelby Street a distance of 62.48 feet; thence South 44 degrees 23 minutes 34 seconds West a distance of 96.00 feet to the point of beginning; thence continue South 44 degrees 23 minutes 34 seconds West a distance of 78.93 feet; thence North 37 degrees 31 minutes 16 seconds West a distance of 118.25 feet; thence North 46 degrees 23 minutes 33 seconds East a distance of 15.57 feet; thence South 45 degrees 31 minutes 45 seconds East a distance of 54.07 feet thence North 44 degrees 23 minutes 34 seconds East a distance of 47.50 feet; thence South 44 degrees 58 minutes 23 seconds East a distance of 62.48 feet to the point of beginning.

Also an Easement across the following described property:
Commence at the Southernmost corer of the intersection of Island Street and Shelby Street; thence South 44 degrees 59 minutes 00 seconds East along the Southwesterly right of way of Shelby Street a distance of 117.59 feet to the point of beginning; hence South 44 degrees 57 minutes 15 seconds East along Shelby Street a distance of 12.00 feet thence South 44 degrees 14 minutes 19 seconds West a distance of 90.86 feet; thence South 4 degrees 53 minutes 35 seconds West a distance of 74.49 feet; thence South 48 degrees 19 minutes 48 seconds West a distance of 17.80 feet; thence North 37 degrees 31 minutes 16 seconds West a distance of 46.04 feet; thence North 46 degrees 23 minutes 33 seconds East a distance of 47.23 feet; thence North 4 degrees 53 minutes 35 seconds East a distance of 19.36 feet; thence North 46 degrees 44 minutes 19 seconds East a distance of 2.60 feet; thence North 45 degrees 45 minutes 41 seconds West a distance of 2.00 feet; thence North 44 degrees 14 minutes 19 seconds East a distance of 95.02 feet to the point of beginning.