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Shelby Cnty Judge of Probate, AL
03/10/2006 09:21:17AM FILED/CERT

MORTGAGE

This instrument was prepared by:
Frank K. Bynum
#17 Office Park Circle
Birmingham, AL 35223

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, Robert D. Peebles and wife, Bettye Peebles (hereinafter called "Mortgagor"), are justly indebted to Little Hardware, Inc., (hereinafter called "Mortgagee") in the sum of One hundred twenty seven thousand two hundred and no/100 Dollars (\$127,200.00), evidence by one promissory note of even date herewith more particularly describing the terms and conditions therein.

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 ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Subject to existing easements, restrictions, set back lines, rights of way, limitations, if any, of record.

THIS IS A PURCHASE MONEY MORTGAGE, the proceeds of the underlying loan having been applied on the purchase price of the property described herein and conveyed by deed to the mortgagors and recorded simultaneously herewith.

This mortgage is not assumable. Said underlying promissory note is due and payable in full upon the sale or transfer of the property described herein. "Sale or Transfer" includes but is not limited to attempted wrap-around mortgages, contracts for sale, or any other agreement providing for an immediate equitable transfer with a later full legal transfer, also including any lease-sales or leases which provide for an option to purchase.

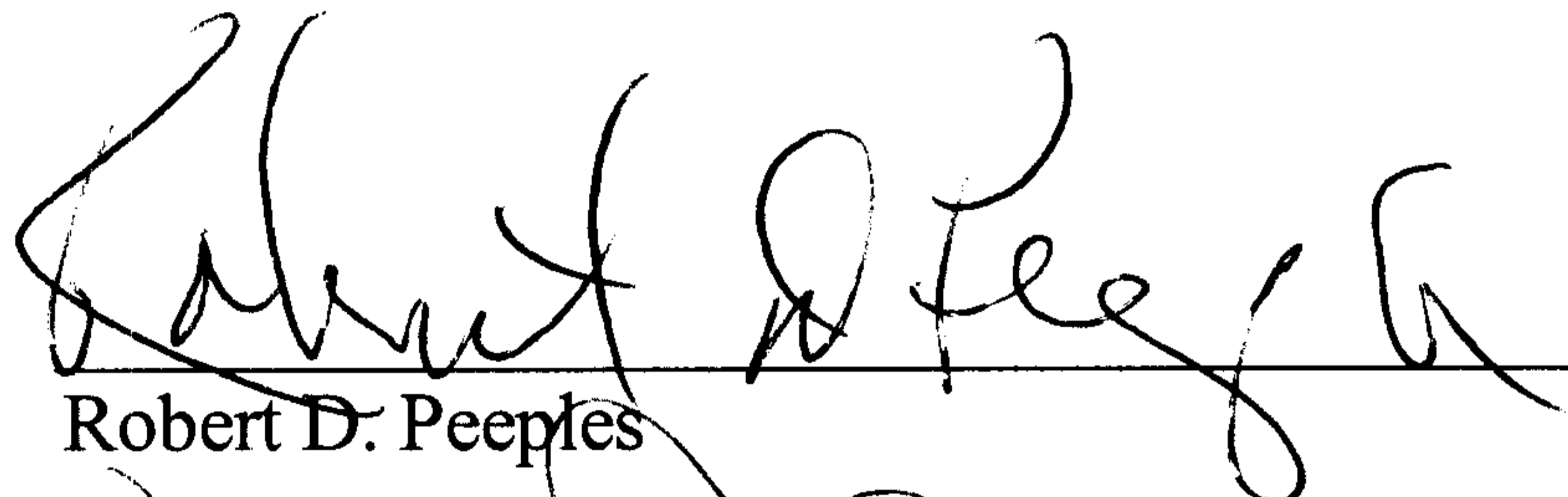
Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.


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 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 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, 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 by hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once becomes 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 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 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 have hereunto set their signatures and seal, this 7th day March, 2006.


Robert D. Peeples (Seal)


Bettye Peeples (Seal)

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert D. Peeples and wife Bettye Peeples whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 7th day of March, 2006.

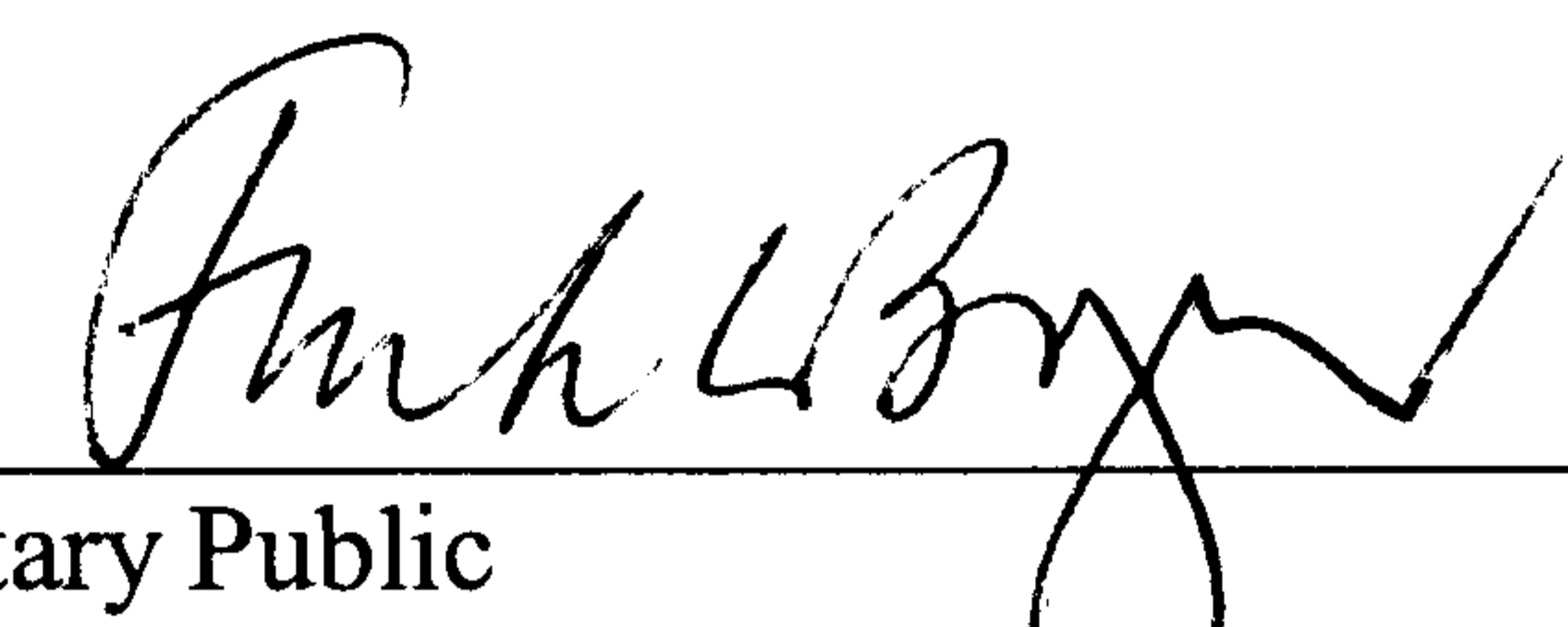

Notary Public
My Commission Expires: 11/20/08

EXHIBIT "A"

Commence at the SW corner of Section 12, Township 21 South, Range 1 East, Shelby County, Alabama; thence North 88 degrees 0 minutes 2 seconds East along the South line of said section a distance of 1388.72 feet to the POINT OF BEGINNING; thence North 44 degrees 53 minutes 4 seconds West a distance of 256.61 feet; thence North 44 degrees 52 minutes 28 seconds East a distance of 864.24 feet; North 63 degrees 52 minutes 2 seconds East a distance of 339.44 feet to the edge of Lay Lake; thence along the edge of Lay Lake a distance of 198 feet, more or less, (chord bearing South 25 degrees 54 minutes 18 seconds East and a chord distance of 191.33 feet); thence South 66 degrees 48 minutes 56 seconds West leaving said edge of Lay Lake a distance of 340.38 feet; thence South 23 degrees 43 minutes 25 seconds East a distance of 390.00 feet to a point of curve to the right having a central angle of 18 degrees 33 minutes 12 seconds and a radius of 410.00 feet; thence along the arc of said curve a distance of 132.76 feet; thence South 5 degrees 10 minutes 14 seconds East a distance of 128.50 feet; thence south 88 degrees 0 minutes 2 seconds West a distance of 706.02 feet to the POINT OF BEGINNING.

According to the survey of Rodney Shiflett , dated August 16, 2001.

The above described property is now known as Lot 3, according to the survey of Dry Branch Estates, as recorded in Map Book 31, Page 36, in the Probate Office of Shelby County, Alabama.

Together with a non-exclusive 50-foot INGRESS, EGRESS, and UTILITY EASEMENT,
More particularly described as follows:

Commence at the SW corner of Section 12, Township 21 South , Range 1 East, Shelby County, Alabama; thence North 88 degrees 0 minutes 2 seconds East along the South line of said section a distance of 1388.72 feet; thence North 44 degrees 53 minutes 4 seconds West a distance of 256.61 feet to the POINT OF BEGINNING, thence 44 degrees 53 minutes 4 seconds along the Southwesterly line of a 50- foot ingress, engress and utility easement lying 50 feet northeasterly of and parallel to described line; thence continue along the last described course a distance of 741.01feet; thence North 44 degrees 46 minutes 55 seconds West a distance of 580.39 feet to the southeasterly right of way line of Shelby County Hwy 61 and the END of said easement.

According to the survey of Rodney Shiflett , dated August 16, 2001.

The above described easement runs across the property now known as Lot 2, according to the survey of Dry Branch Estates, as recorded in Map Book 31, Page 36, in the Probate Office of Shelby County Alabama.

