

20060330000147990 1/4 \$230.75
Shelby Cnty Judge of Probate, AL
03/30/2006 11:47:41AM FILED/CERT

This instrument prepared by:

Jim Pino
Attorney at Law
363 Canyon Park Dr.
Pelham, AL 35124
Telephone: 205/663-1581

SEND TAX NOTICE TO:

Gregory Johnson
3347 Pelham Pkwy.
Pelham, AL 35124

\$ Tax Value

THE PREPARER OF THIS MORTGAGE HAS NEITHER BEEN REQUESTED TO NOR HAS HE CONDUCTED A TITLE SEARCH OR AN INSPECTION OF THE PROPERTY WHICH IS THE SUBJECT HEREOF NOR HAS THE PREPARER TAKEN ANY STEPS TO REVIEW OR CONFIRM THE ACCURACY OF THE LEGAL DESCRIPTION WHICH WAS FURNISHED TO HIM FOR USE IN PREPARING THIS DEED. NO REPRESENTATIONS OR WARRANTIES AS TO THE STATUS OF TITLE OR CONDITION OF THE PROPERTY HAVE BEEN MADE.

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:
That Whereas,

GREGORY N. JOHNSON

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

JOSEPH F. DEEGAN

(hereinafter called "Mortgagee", whether one or more), in the sum of One Hundred Forty Thousand Five Hundred and No/100 Dollars (\$140,500.00), as evidenced by a promissory note of even date bearing interest at the rate of six percent (6%) per annum, and payable on demand.

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:

A parcel of land containing 1.21 Acres, more or less, located in the Southwest Quarter of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; more particularly described as follows:

Commence at the Southwest corner of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; thence run Easterly along the Section line a distance of 1336.32 feet; thence left Northwesterly 107°03'29" a distance of 1133.69 feet to the point of Beginning; thence continue Northwesterly along the same course a distance of 155.07 feet; thence left Westerly 73 deg. 07'22" a distance of 353.39 feet to the Easterly Right-of-Way of U.S. Highway No. 31; thence left Southeasterly 104 deg. 56' 55" a distance of 152.56 feet along said Easterly Right-of-Way; thence left Easterly 74 deg. 53' 45" a distance of 359.05 feet to the point of beginning.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE MORTGAGOR AS DEFINED BY THE CODE OF ALABAMA.

Subject to:

- (a) First Mortgage of InterBay Funding, LLC, dated July 5, 2005, in the principal amount of \$721,500.00.
- (b) Existing Easements, taxes, restrictions and rights-of-way, if any, appearing of record.

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 Mortgagees 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 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 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 incumbrance, 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, **GREGORY N. JOHNSON**, has hereunto set his hand and seal, this the 29th day of March, 2006.

WITNESS:

Kitty C. Whitworth

GREGORY N. JOHNSON

20060330000147990 4/4 \$230.75
Shelby Cnty Judge of Probate, AL
03/30/2006 11:47:41AM FILED/CERT

STATE OF ALABAMA:
COUNTY OF SHELBY:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gregory N. Johnson, 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 he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of March, 2006.

Kitty C. Whitworth
Notary Public