


This instrument was prepared by:

Michael T. Atchison, Attorney At Law
PO Box 822, Columbiana, AL 35051

MORTGAGE DEED

STATE OF ALABAMA
COUNTY of


20061010000501310 1/3 \$216.35
Shelby Cnty Judge of Probate, AL
10/10/2006 02:09:00PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Juan D. Garcia and Maria Candelaria Alonso, husband and wife
(hereinafter called "Mortgagors", whether one or more are justly indebted to

James D. Howard and Brenda S. Howard
(hereinafter called "Mortgagee", whether one or more),

in the sum of \$132,845.41 evidenced by a real estate mortgage note of same date.

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,

Juan D. Garcia and Maria Candelaria Alonso,

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in County, State of Alabama, to wit:

Commence at the Southeast corner of the SE 1/4 of the NE 1/4 of Section 5, Township 24 North, Range 13 East, Shelby County, Alabama, and run thence Northerly along the East line of said Quarter-Quarter Section a distance of 1033.09 feet to a point on the Southerly right of way line of Alabama Highway No. 25; thence turn a deflection angle of 90 degrees 07 minutes 00 seconds left and run Westerly along said right of way line a distance of 200.00 feet to the point of beginning of the property being described; thence continue along last described course a distance of 250.07 feet to a point; thence turn a deflection angle of 89 degrees 24 minutes 38 seconds left and run Southerly a distance of 1,010.72 feet to a point on the South line of the SE 1/4 of the NE 1/4 of said Section 5; thence turn a deflection angle of 88 degrees 18 minutes 13 seconds left and run Easterly along said Quarter-Quarter line a distance of 249.94 feet to a point; thence turn a deflection angle of 91 degrees 41 minutes 02 seconds left and run Northerly a distance of 1,020.66 feet to the point of beginning. According to survey of Joseph E. Conn, Jr., RLS #9049, dated January 16, 1990. Situated in Shelby County, Alabama.

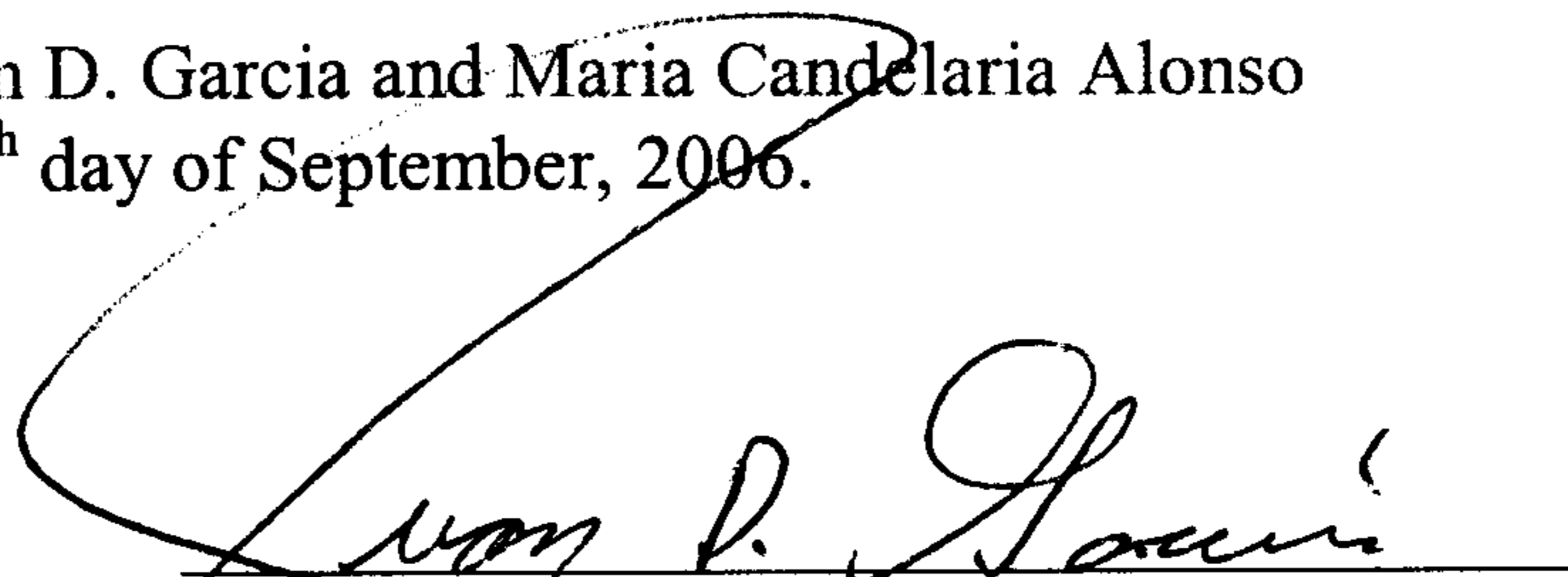
LESS AND EXCEPT that portion conveyed to the State of Alabama as shown by conveyance recorded in Instrument #1993-06903, in Probate Office.

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

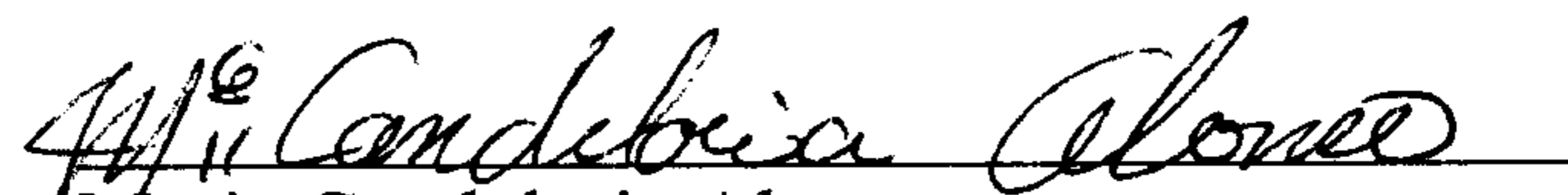
To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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 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 encumbrance 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 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 agreed 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, Juan D. Garcia and Maria Candelaria Alonso have hereunto set her signature and seal, this 28th day of September, 2006.



Juan D. Garcia

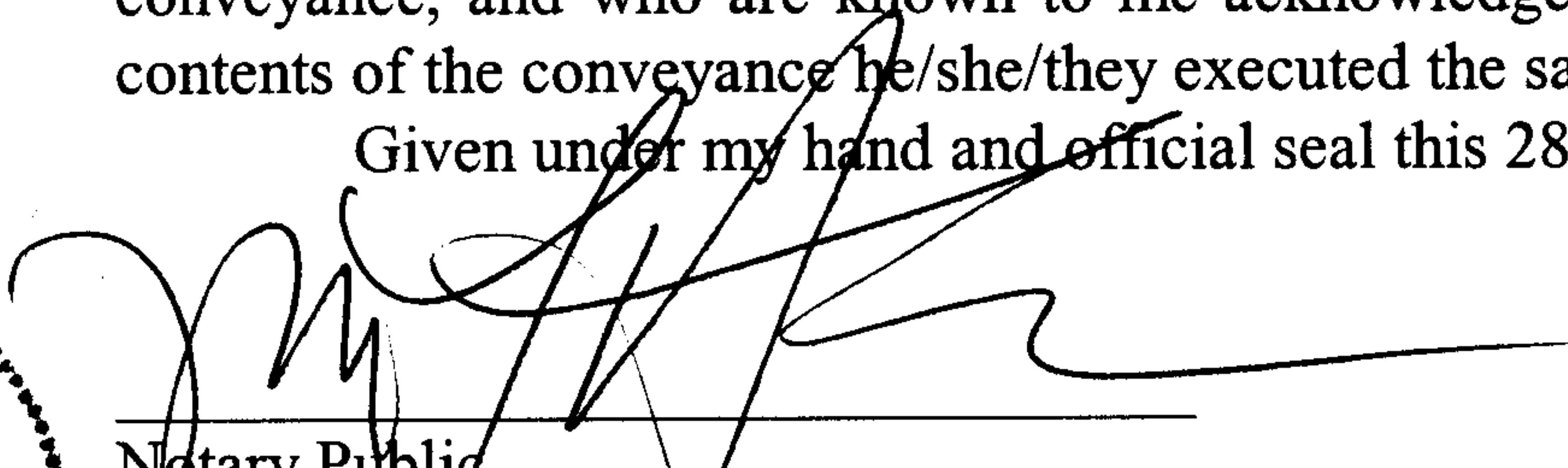


Maria Candelaria Alonso

STATE OF ALABAMA
COUNTY of SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Juan D. Garcia and Maria Candelaria Alonso, whose name(s) is/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 he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of September, 2006.



Notary Public
My commission expires: 10/16/08





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EXHIBIT A

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