

This instrument prepared by:
WILLIAM H. HALBROOKS, Attorney
#1 INDEPENDENCE PLAZA, STE 704
BIRMINGHAM, ALABAMA 35209

STATE OF ALABAMA

SHELBY COUNTY

Know All Men By These Presents, that whereas the undersigned,

Marsha F. Acton , a married woman , is/are justly indebted to
Robert C. Wesson , in the sum of Seventy Thousand Five Hundred
and No/100-----(\$70,500.00)-----Dollars evidenced by one promissory note dated
April 26 , 2007 and whereas it is desired by the undersigned to secure
the prompt payment of the said indebtedness with interest when the same
falls due;

Now Therefore in consideration of the said indebtedness, and to secure
the prompt payment of the same at maturity, the undersigned, do, or does,
hereby grant, bargain, sell and convey unto the said Robert C. Wesson
(hereinafter called Mortgagee) the following described real property situated
in Shelby County, Alabama, to-wit:

See attached Exhibit "A" for legal description of the property.

Subject to: all easements, restrictions and rights of way of record.

The proceeds of this loan have been applied against the purchase price of the property described herein, conveyed to mortgagor/s simultaneously herewith.

Said property is warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee; as the interest of said Mortgagee may appear, and promptly to deliver said policies or any renewals of said policies, to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessment or insurance shall become a debt to said Mortgagee, additional to the debt hereby

Exhibit "A"

Attached Legal Description

A parcel of land in the West $\frac{1}{2}$ of the SW $\frac{1}{4}$, Section 14, Township 18 South, Range 1 East, being more particularly described as follows:

Commence at the Southwest corner of Section 14, Township 18 South, Range 1 East in Shelby County, Alabama and run East along the South line thereof for a distance of 745.00 feet to the Northwestern right of way line of Shelby County Highway #45; thence turn left 63 deg. 19 min. 25 sec. (62.13 feet deed) and run Northeasterly for a distance of 564.02 feet (548.00 feet deed) to the point of beginning, said point being on the Northwestern right of way line of said highway; thence turn left 68 deg. 35 min. 12 sec. (65.48 feet deed) and run Northwesterly for a distance of 1128.76 feet (1170.00 feet deed) to the South bank of Bear Creek; thence turn right 121 deg. 16 min. 15 sec. (125.09 feet deed) and run Easterly for a chord distance of 355.51 feet (413.98 feet deed) to a point on the South bank of said creek; thence turn right 57 deg. 18 min. 43 sec. (55.27 feet deed) and run Southeasterly for a distance of 833.66 feet (834.81 feet deed) to the Northwestern right of way line of said highway; thence turn right 72 deg. 33 min. 48 sec. (72.43 feet deed) to the chord of said right of way and run Southwesterly for a distance of 342.88 feet (344.27 feet deed) to the point of beginning.



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Shelby Cnty Judge of Probate, AL
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