

This instrument was prepared by:

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PO Box 822, Columbiana, AL 35051

20070820000393000 1/3 \$117.20
Shelby Cnty Judge of Probate, AL
08/20/2007 03:51:55PM FILED/CERT

MORTGAGE DEED

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, Sterling Edward Carver and Denise Carver, a married couple (hereinafter called "Mortgagors", whether one or more are justly indebted to Edwin B. Lumpkin, Jr.(hereinafter called "Mortgagee", whether one or more), in the sum of Sixty Six Thousand Seven Hundred Nineteen Dollars and 49/100 (\$66,719.49) evidenced by a real estate mortgage note of even 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, Sterling Edward Carver and Denise Carver, 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:

See Exhibit "A" Legal Description attached hereto

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 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 Sterling Edward Carver and Denise Carver have hereunto set their signatures and seals, this 6th day of August 2007.

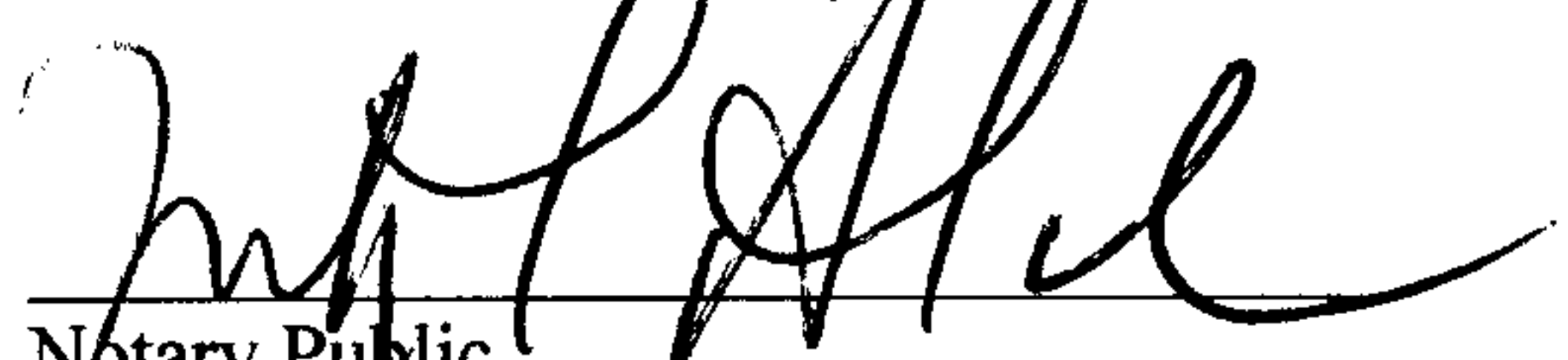

Sterling Edward Carver


Denise Carver

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Sterling Edward Carver and Denise Carver, 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 6th day of August 2007.


Notary Public
My commission expires: 10/16/08

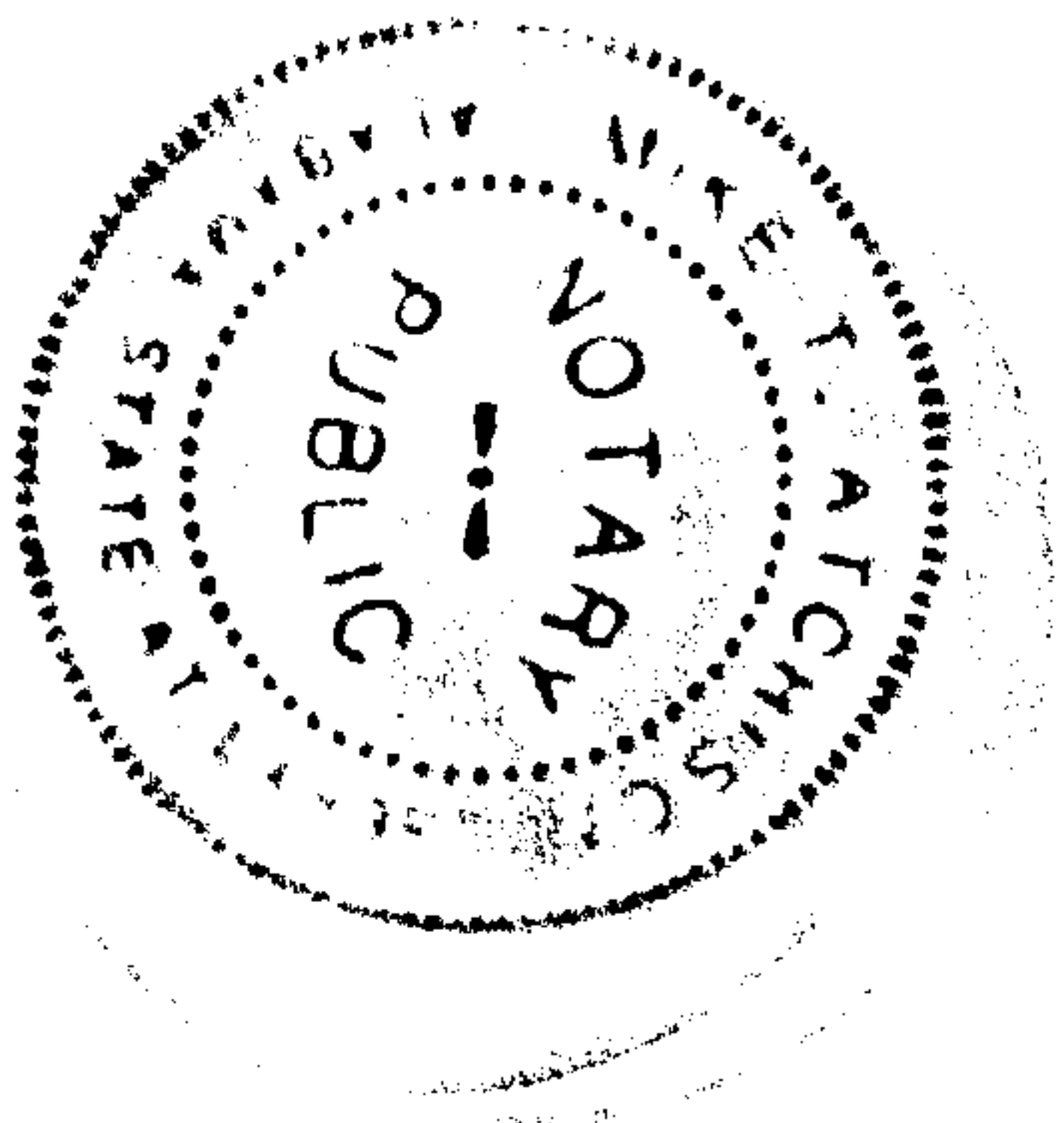


Exhibit "A"

A parcel of land in the SW 1/4 of the NW 1/4 of Section 12, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows:
Begin at the NW corner of said 1/4 1/4 Section; thence run East along the North 1/4 1/4 line 176.93 feet; thence turn right 94 deg. 43 min. 59 sec. and run South 249.32 feet; thence turn right 76 deg. 04 min. 03 sec. and run Westerly 159.69 feet; thence turn right 99 deg. 27 min. 58 sec. and run North 274.00 feet along the West 1/4 1/4 line to the point of beginning; being situated in Shelby County, Alabama.

ALSO:

A parcel of land in the NW 1/4 of the NW 1/4 of Section 12, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows:
Begin at the SW corner of said 1/4 1/4 Section; thence run North along the West 1/4 1/4 line 237.98 feet to a point on the Southeast right of way of Shelby County, Highway No. 32 (Pumpkin Swamp Road), thence turn right 54 deg. 50 min. 48 sec. and run Northeast 19.50 feet to the West side of a 20 foot easement; thence turn right 97 deg. 19 min. 40 sec. and run Southeast 190.09 feet along said easement; thence turn left 14 deg. 10 min. 21 sec. and run Southeast 107.98 feet along said easement to a point on the South line of said 1/4 1/4 Section; thence turn right 131 deg. 43 min. 14 sec. and run West 176.93 feet along said 1/4 1/4 line to the point of beginning; being situated in Shelby County, Alabama.

ALSO:

A non-exclusive easement for ingress, egress and utilities 20 feet wide, 10 feet on each side of the following described centerline:
Commence at the SW corner of the NW 1/4 of the NW 1/4 of Section 12, Township 20 South, Range 1 West, Shelby County, Alabama; thence turn East 190.32 feet along said 1/4 1/4 line to the point of beginning of said centerline; thence turn left 131 deg. 43 min. 14 sec. and run Northwest 115.64 feet; thence turn right 14 deg. 10 min. 21 sec. and run Northwest 190.14 feet to a point on the Southeast right of way of Shelby County Highway No. 32 and the end of said centerline; being situated in Shelby County, Alabama.

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