

THIS INSTRUMENT PREPARED BY:

NAME: Clayton T. Sweeney, Attorney at Law

ADDRESS: 2700 Highway 280 East, Suite 160

Birmingham, AL 35223


20071003000463010 1/4 \$177.50
Shelby Cnty Judge of Probate, AL
10/03/2007 02:36:39PM FILED/CERT

MORTGAGE

State of Alabama COUNTY OF SHELBY

Know all Men by These Presents, that whereas the undersigned, **Nancy Aufhammer, an unmarried woman**, is justly indebted to **Phyllis Elizabeth Gentry, a married woman**, whose address is 4317 Sulphur Springs Road, Murfreesboro, TN 37129, in the sum of One Hundred Five Thousand and 00/100 Dollars (\$105,000.00) as evidenced by one promissory note(s) dated May 16, 2007 and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due, according to the terms therein.

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, **Nancy Aufhammer, an unmarried woman**, does, hereby grant, bargain, sell and convey unto the said **Phyllis Elizabeth Gentry** (hereinafter called Mortgagee) the following described real property situated in Shelby County, Alabama, to-wit:

See Exhibit "A" attached hereto and made a part hereof

This is a purchase money mortgage.

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

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; 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, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date for payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburse said Mortgagee for any amounts Mortgagee, may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said sale; First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amount that may have been expended, or that it may be necessary then 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefore, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to executed a deed to the purchase thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly

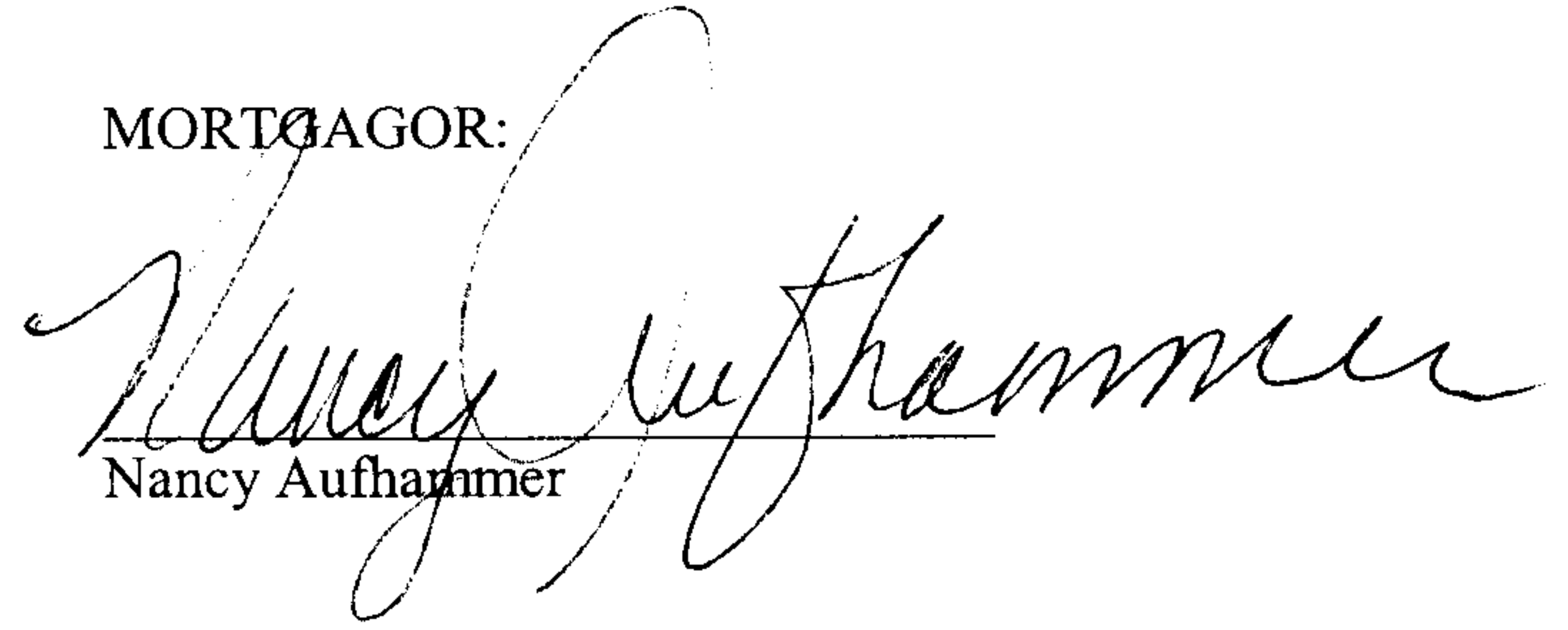
CLAYTON T. SWEENEY, ATTORNEY AT LAW

conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agent and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 16th day of May, 2007.

WITNESSES:

MORTGAGOR:

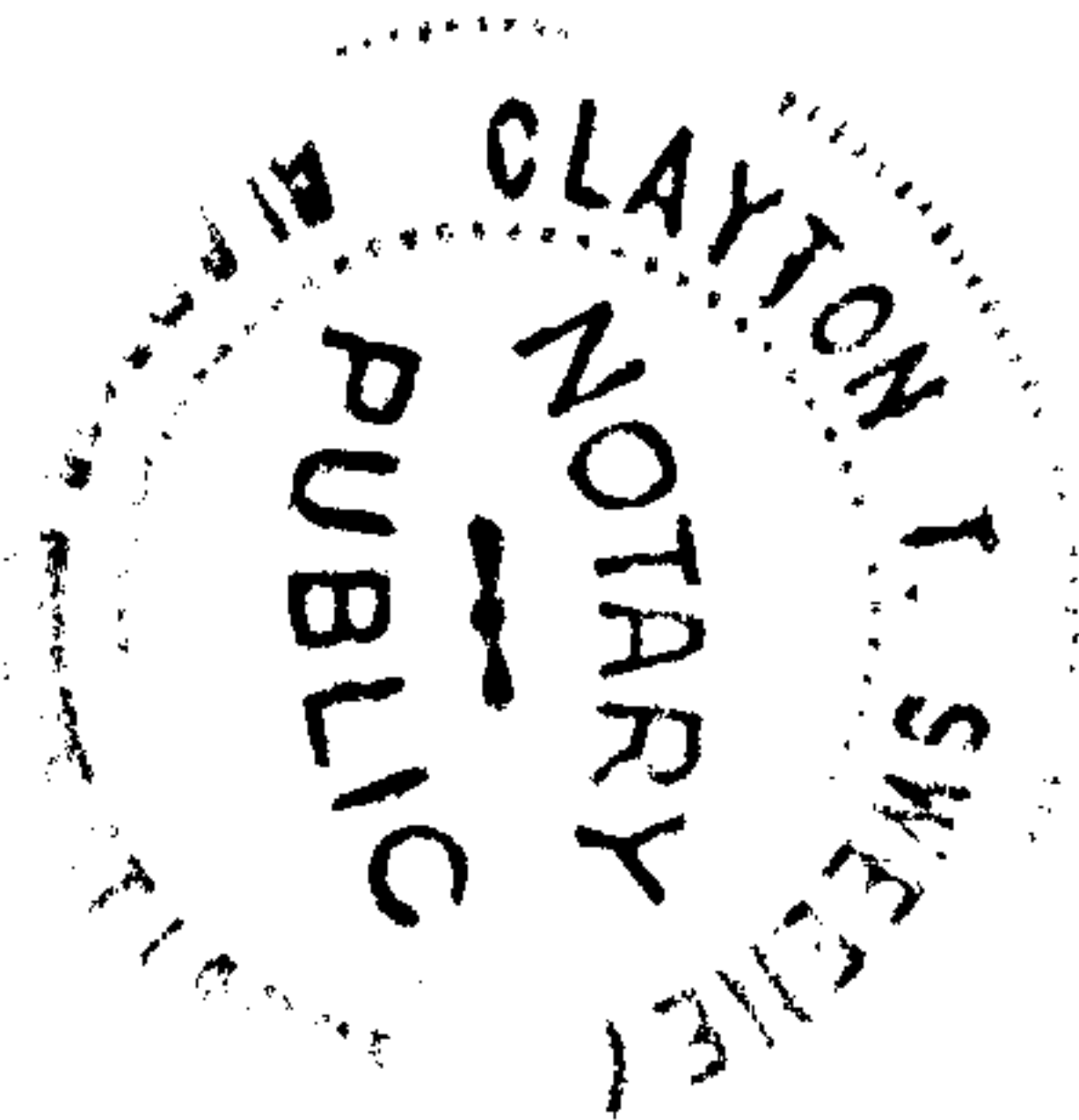

Nancy Aufhammer

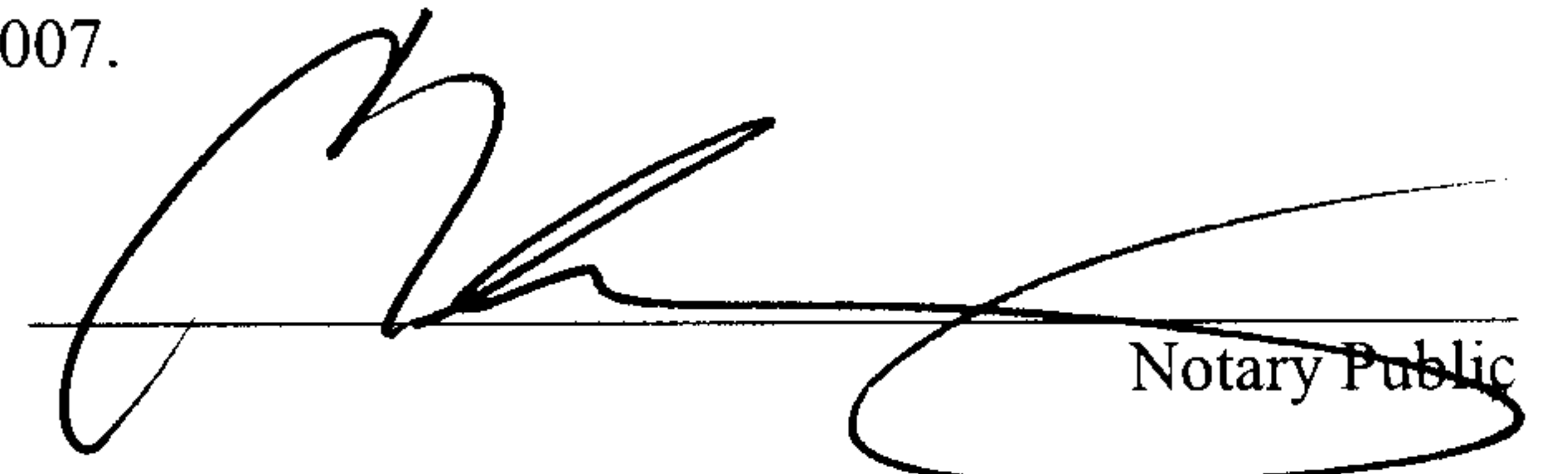
STATE OF Alabama)
COUNTY OF Jefferson)

Individual Acknowledgment

I, the undersigned, Notary Public in and for said County, in said State, hereby certify that Nancy Aufhammer, an unmarried woman, 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, she, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 16th day of May, 2007.




Notary Public

My Commission Expires: 6/5/2007


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EXHIBIT "A"

From a #5 rebar at the Northwest corner of the Southwest $\frac{1}{4}$ - Northeast $\frac{1}{4}$ of Section 23, Township 19 South, Range 1 West, run thence East along the North boundary of said Southwest $\frac{1}{4}$ - Northeast $\frac{1}{4}$ a distance of 664.91 feet to a $\frac{1}{2}$ " rebar; being the point of beginning of herein described parcel of land; thence turn 88 degree(s) 44 minute(s) 41 second(s) right and run 419.63 feet to a point in the center of a 60' easement for ingress, egress and utilities, known as Signal Valley Trail and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument # 1996-10930; thence turn 122 degree(s) 12 minute(s) 30 second(s) left and run 316.00 feet along said easement centerline; thence turn 61 degree(s) 20 minute(s) 27 second(s) right and run 1219.32 feet to a $\frac{1}{2}$ " rebar; thence turn 119 degree(s) 16 minute(s) 24 second(s) left and run 487.68 feet to a $\frac{1}{2}$ " rebar; thence turn 88 degree(s) 36 minute(s) 21 second(s) left and run 665.79 feet to a $\frac{1}{2}$ " rebar on the East boundary of aforementioned Southwest $\frac{1}{4}$ - Northeast $\frac{1}{4}$; thence turn 88 degree(s) 35 minute(s) 40 second(s) right and run 328.00 feet to a $\frac{1}{2}$ " rebar at the Northeast corner of said Southwest $\frac{1}{4}$ - Northeast $\frac{1}{4}$; thence turn 88 degree(s) 35 minute(s) 33 second(s) left and run 664.91 feet along the North boundary of said Southwest $\frac{1}{4}$ - Northeast $\frac{1}{4}$ to the point of beginning of herein described parcel of land, situated in the Southeast $\frac{1}{4}$ - Northeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ - Northeast $\frac{1}{4}$ of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama. Together with and subject to:

**60.0 Foot Easement for Ingress, Egress & Utilities
Centerline Description to-wit:**

From the S.W. corner of the Northeast $\frac{1}{4}$ - Northwest $\frac{1}{4}$ of Section 23, Township 19 South, Range 1 West, run thence East along the South boundary of said Northeast $\frac{1}{4}$ - Northwest $\frac{1}{4}$ a distance of 17.49 feet to the point of beginning of the centerline of herein described easement for ingress and egress and utilities; thence turn 55 degree(s) 25 minute(s) 49 second(s) left and run 99.24 feet along said easement centerline and the following courses: 06 degree(s) 03 minute(s) 54 second(s) left for 104.89 feet; 12 degree(s) 24 minute(s) 30 second(s) left for 175.59 feet; 10 degree(s) 38 minute(s) right for 201.28 feet; 12 degree(s) 54 minute(s) 55 second(s) right for 165.02 feet; 05 degree(s) 37 minute(s) 50 second(s) left for 265.89 feet; 15 degree(s) 35 minute(s) 30 second(s) right for 323.69 feet; 13 degree(s) 58 minute(s) 30 second(s) left for 188.54 feet; 06 degree(s) 44 minute(s) right for 128.93 feet to a point on the North boundary of aforementioned Section 23; thence turn 180 degree(s) 00 minute(s) right and run along said easement centerline a distance of 50.72 feet; thence turn 92 degree(s) 06 minute(s) 49 second(s) left and continue along said easement centerline a distance of 64.81 feet and the following courses; 54 degree(s) 49 minute(s) 11 second(s) right for 141.23 feet; 12 degree(s) 33 minute(s) 27 second(s) left for 110.76 feet; 20 degree(s) 34 minute(s) 50 second(s) left for 169.50 feet; 15 degree(s) 05 minute(s) 36 second(s) right for 86.16 feet; 36 degree(s) 33 minute(s) 41 second(s) right for 166.53 feet; 29 degree(s) 09 minute(s) 29 second(s) left for 97.38 feet; 14 degree(s) 44 minute(s) 38 second(s) left for 198.02 feet; 16 degree(s) 40 minute(s) 30 second(s) left for 276.22 feet; 34 degree(s) 30 minute(s) 41 second(s) left for 274.24 feet to a point on the South boundary of the Northwest $\frac{1}{4}$ - Northeast $\frac{1}{4}$ of aforementioned Section 23; thence turn 02 degree(s) 14 minute(s) 58 second(s) right and continue along said easement a distance of 473.26 feet to

the P.C. of a curve concave right, having a delta angle of 65 degree(s) 53 minute(s) 34 second(s) and tangents of 100.00 feet and a centerline arc distance of 177.45 feet to the P.T.; thence along the tangent centerline a distance of 96.95 feet; thence turn 122 degree(s) 12 minute(s) 30 second(s) left and run 760.84 feet along said easement centerline to a point on the North boundary of the Southwest $\frac{1}{4}$ - Northeast $\frac{1}{4}$ of Section 23, Township 19 South, Range 1 West; thence turn 180 degree(s) 00 minute(s) right and run 760.84 feet along said easement centerline; thence turn 57 degree(s) 47 minute(s) 30 second(s) left and run 338.44 feet along said easement centerline; thence turn 02 degree(s) 42 minute(s) 42 second(s) right and run 588.77 feet to the PC of a curve concave left, having a delta angle of 46 degree(s) 35 minute(s) 43 second(s) and tangents of 75.0 feet and a centerline arc distance of 141.64 feet to the PT; thence along the tangent centerline a distance of 77.80 feet; thence turn 116 degree(s) 34 minute(s) 50 second(s) left and run 68.62 feet along said easement centerline; thence turn 180 degree(s) 00 minute(s) right and run 211.45 feet along said easement centerline to the PC of a curve concave right, having a delta angle of 17 degree(s) 17 minute(s) 51 second(s) and tangents of 80.0 feet and a centerline arc distance of 158.78 feet to the PT; thence along the tangent centerline a distance of 301.63 feet to the PC of a curve concave left, having a delta angle of 27 degree(s) 09 minute(s) 45 second(s) and tangents of 80.0 feet and a centerline arc distance of 156.99 feet to the PT; thence along the tangent centerline a distance of 214.77 feet to the PC of a curve concave right, having a delta angle of 30 degree(s) 36 minute(s) 35 second(s) and tangents of 80.0 feet and a centerline arc distance of 156.18 feet to the PT; thence along the tangent centerline a distance of 39.20 feet to the PC of a curve concave left, having a delta angle of 27 degree(s) 45 minute(s) 20 second(s) and tangents of 75.0 feet and a centerline arc distance of 147.06 feet to the PT; thence along the tangent centerline a distance of 308.97 feet; thence turn 154 degree(s) 31 minute(s) 35 second(s) left and run 278.49 feet along said easement centerline; thence turn 06 degree(s) 48 minute(s) right and run 213.47 feet along said easement centerline; thence turn 00 degree(s) 50 minute(s) 46 second(s) right and run 321.84 feet along said easement centerline; thence turn 180 degree(s) 00 minute(s) right and run 321.84 feet along said easement centerline; thence turn 00 degree(s) 50 minute(s) 46 second(s) left and run 213.47 feet along said easement centerline; thence turn 06 degree(s) 48 minute(s) left and run 278.49 feet along said easement centerline; thence turn 09 degree(s) 12 minute(s) left and run said easement centerline a distance of 261.83 feet to a point on the East boundary of the Southeast $\frac{1}{4}$ - Southwest $\frac{1}{4}$ of Section 23, Township 19 south, Range 1 West; thence continue along said course a distance of 176.36 feet to the PC of a curve concave left having a delta angle of 54 degree(s) 03 minute(s) 57 second(s) and tangents of 305.47 feet and a centerline arc distance of 566.76 feet to the PC of a reverse curve concave right, having a delta angle of 74 degree(s) 40 minute(s) 50 second(s) and tangents of 100.0 feet and a centerline arc distance of 170.85 feet to the PT; thence along the tangent centerline a distance of 719.70 feet to the PC of a curve concave left, having a delta angle of 48 degree(s) 19 minute(s) 01 second(s) and tangents of 250.0 feet and a centerline arc distance of 470.01 feet to the PT; thence along the tangent centerline a distance of 730.31 feet to a point of termination of herein described easement centerline on the North boundary of Old U.S. Hwy #280 (80' R.O.W.), and further, from the described point of termination back North/Northeasterly along the described centerline to a point of intersection with the South boundary of the Southeast $\frac{1}{4}$ - Southwest $\frac{1}{4}$ of Section 23, Township 19 South, Range 1 West, tracks in close proximity that certain easement centerline described in Book 184 at Page 89; said property being situated in Shelby County, Alabama.


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