


Original

This instrument prepared by :  
John Hollis Jackson, Jr.  
Attorney at Law  
P. O. Box 1818  
Clanton, Alabama 35046

  
20081229000475150 1/3 \$114.50  
Shelby Cnty Judge of Probate, AL  
12/29/2008 08:48:20AM FILED/CERT

## MORTGAGE

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That, whereas, the undersigned mortgagors, Max Burch and wife, Maxine Burch, are justly indebted to Ross Robinson and wife, Ann Robinson (mortgagees) in the sum of Sixty-Five Thousand and no/100 (\$65,000.00) Dollars as evidenced by our promissory waive note bearing even date with this instrument, and due and payable in accord with the terms and provisions of said promissory waive note. And being desirous of securing the punctual payment of said note at maturity, we have this day granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said mortgagees, their heirs and assigns, the following described property, situated in Shelby County, and State of Alabama, to-wit:

Lot No. 19 as per Map of Benson's Camp on Waxahatchie Creek which is recorded in Map Book 4 at Page 28 in the Office of Judge of Probate, Shelby County, Alabama.

AND

Commence at the Southwest corner of Lot 19, of Benson's Camp, as recorded in Map Book 4, Page 28, Probate Court, Columbiana, Alabama, thence Westerly parallel with the North line of said Lot 19 25.0 feet to the point of beginning of the property being described, thence continue along last described course 9.40 feet to the water line of Waxahatchie Creek Slough, thence Northerly along the water line of said slough 50.42 feet to a point, thence Easterly and parallel with the South line of said Lot 19 12.0 feet to a point on the West right of way line of a dedicated street, thence 91 degrees 42 minutes right 50.0 feet to the point of beginning.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

Any and all easements, restrictions and reservations, applicable to the above described property, of record in the Office of the Judge of Probate, Shelby County, Alabama.

warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD, all of the above described property, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the same, to the said mortgagees, their heirs and assigns forever.

Now, the conditions of the above conveyances are such that if we pay or cause to be paid the hereinbefore described note when the same falls due, then this conveyance is to cease and to be void; but should we make default in the payment of said note in whole or in part at maturity, then the said mortgagees, their agent or attorney or their assigns, their agent or attorney, may take possession of said property and with or without possession, sell the same either on the premises or at the courthouse door of said county, at public outcry, to the highest bidder for cash, after having given 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, and apply the proceeds of such sale as follows: First, to the payment of all the costs and expenses incident to such sale and conveyances, including a reasonable attorney's fee. Second, to the payment of what may be due on the hereinbefore described note, and the surplus, if any, to be turned over to us or our legal representatives.

And in the event of sale of any of the hereinbefore described property, or any part thereof under the power of sale herein contained, the said mortgagees, their agent or assigns, may be bidders for and purchasers of said property or any part thereof and in the event of any purchase by the said mortgagees or their agents or assigns, at such sale, the agent or attorney making the sale is hereby authorized and empowered to execute to her or them a property conveyance for the lands so purchased. And we will for our heirs and administrators, covenant with the said mortgagees, their heirs and assigns, that we will warrant the titles so made, and forever defend them in the quiet and peaceful possession of the same, against the lawful claims of all persons whomsoever, and we agree to pay all taxes or assessments, when imposed legally on said property, within thirty days after the same becomes delinquent.


Given under our hands and seals on this the 21<sup>st</sup> day of November, 1995.

Max Burch  
Max Burch  
Maxine Burch  
Maxine Burch



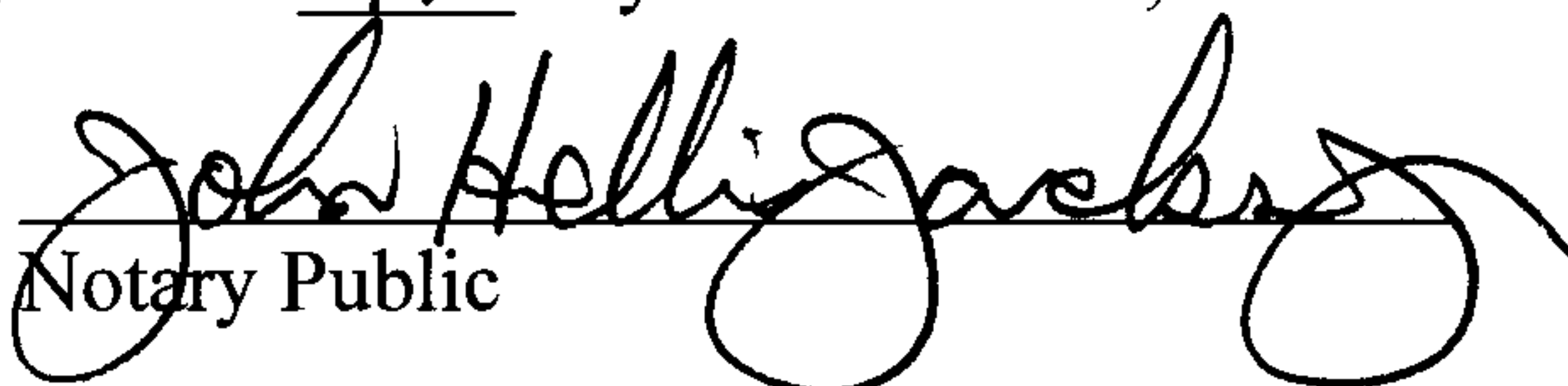
STATE OF ALABAMA

CHILTON COUNTY

  
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I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Max Burch and wife, Maxine Burch, whose names 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 21<sup>st</sup> day of November, 1995.

  
Notary Public