

**INSTRUMENT PREPARED WITHOUT BENEFIT OF TITLE SEARCH**

This instrument was prepared by

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**MORTGAGE**

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STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas, **PAUL B. BROWN and DENISE D. BROWN, husband and wife**, (herein called "Mortgagor", whether one or more) is justly indebted to **MILTON RAY MAYFIELD and SHIRLIE M. MAYFIELD**, (herein called "Mortgagee", whether one or more), in the sum of **Two Hundred Thousand Dollars and 00/100 (\$200,000.00)**, evidenced by separate Real Estate Mortgage Note executed on even date herewith, same of which will later be amended.

And Whereas, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagor, **PAUL B. BROWN and DENISE D. BROWN**, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in **SHELBY** County, State of Alabama, to wit:

**Commence at the SE corner of the SW ¼ of the SE ¼ of Section 4, Township 22 South, Range 3 West, Shelby County, Alabama; thence run westwardly along the South line of said ¼-1/4 section for a distance of 630.0 feet to the Point of Beginning; thence continue along the last described course for a distance of 636.0 feet to a point on the East margin of Shelby County Highway #15; thence turn an angle to the right of 86 degrees 57 minutes 42 seconds and run along said margin of said road for a distance of 169.0 feet; thence leaving said margin, turn an angle to the right of 93 degrees 02 minutes 18 seconds for a distance of 637.63 feet; thence turn an angle to the right of 87 degrees 30 minutes 52 seconds for a distance of 168.92 feet to the Point of Beginning.**

**SOURCE OF TITLE: WARRANTY DEED RECORDED IN THE SHELBY COUNTY ALABAMA PROBATE OFFICE ON 09/07/05 IN INSTRUMENT NUMBER: 20050907000460410.**



**THIS IS A FIRST MORTGAGE.**

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; lightening 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 Mortgagee 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 sums 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 subject to foreclosure as now provided by the 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 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 therefor; 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, **PAUL B. BROWN and DENISE D. BROWN**, have hereto set their signatures and seals, this 13<sup>th</sup> day of May, 2009.

**MORTGAGOR:**

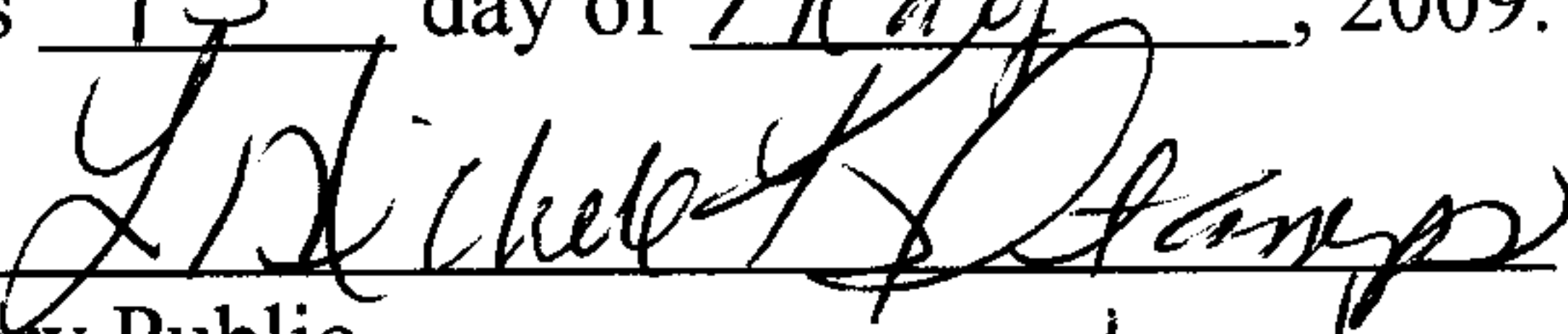
 (SEAL)  
PAUL B. BROWN

 (SEAL)  
DENISE D. BROWN

**STATE OF ALABAMA     )**  
**SHELBY COUNTY        )**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **PAUL B. BROWN and DENISE D. BROWN**, whose names are signed to the foregoing Mortgage, 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 that same bears date.

Given under my hand and official seal this 13<sup>th</sup> day of May, 2009.

  
Notary Public  
My Commission Expires: 5/17/2011