

20090825000327770 1/3 \$227.00
Shelby Cnty Judge of Probate, AL
08/25/2009 02:47:48 PM FILED/CERT

This instrument was prepared by

Mitchell A. Spears

Attorney at Law

Post Office Box 119 205/665-5102

Montevallo, AL 35115-0119 205/665-5076

MORTGAGE

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JOHNNIE D. HALL, an unmarried woman

(herein called "Mortgagor", whether one or many) is justly indebted to

**A. M. GARRETT, TRUSTEE, ELOISE GARRETT RESOURCE TRUST, CREATED
UNDER THE WILL OF A. H. GARRETT, DATED JULY 19, 2007**

(herein called "Mortgagee", whether one or more), in the sum of **ONE HUNDRED FORTY
THOUSAND and 00/100-----DOLLARS (\$140,000.00)**, evidenced by Real Estate
Mortgage Note executed on even date herewith.

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,

JOHNNIE D. HALL

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:

PARCEL I

A parcel of land situated in the SE ¼ of the NE ¼ of Section 3, Township 24 North, Range 12
East, described as follows: Begin at the southeast corner of the SE ¼ of the NE ¼ of Section 3
and go north 64 deg. 14 min. west for 464.18 feet; thence north 77 deg. 10 min. west for 621.70
feet to a point on the north boundary of Alabama Highway 25; thence north 82 deg. 52 min. west
along this boundary 114.0 feet to the point of beginning; thence continue along this line for
135.10 feet; thence north 0 deg. 10 min. east for 185.50 feet; thence south 82 deg. 52 min. east for
135.10 feet; thence south 0 deg. 10 min. west for 185.50 feet to the point of beginning.



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PARCEL II

Commence at the SE corner of Section §3, T24N, R12E, and run N along the E line of said §3 a distance of 2685.08 feet; thence turn an angle of 62° 14' to the left and run a distance of 464.18 feet; thence turn an angle of 14° 56' left and run a distance of 621.70 feet to a point on the N ROW line of Alabama Highway 25; thence turn an angle of 5° 42' left and run along the N ROW line of said Highway a distance of 249.10' to the point of beginning; thence continue along the N ROW line of said Highway 25 a distance of 42.90 feet; thence turn an angle of 83° 02' right and run 387.60 feet; thence turn an angle of 96° 58' right and run 178.0 feet; thence turn an angle of 83° 02' right and run 202.10 feet; thence turn an angle of 96° 58' right and run 135.10 feet; thence turn an angle of 96° 58' left and run 185.50 feet to the point of beginning. Situated in §3, T24N, R12E, Shelby County, Alabama.

- **THIS IS A PURCHASE MONEY 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 same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagor 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 Mortgagor fails to keep said property insured as above specified, or fails to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option inure 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 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, its 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, its 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 Mortgagor further agrees that said Mortgagee, its agents, or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and Mortgagor further agrees to pay a reasonable attorney's fee to said Mortgagee or its 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 **JOHNNIE D. HALL**, has hereto set its signature and seal, this 25th day of August, 2009.

Johnnie D. Hall
JOHNNIE D. HALL

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **JOHNNIE D. HALL** is signed to the foregoing Mortgage, and who is known to me acknowledged before me on this day, that being informed of the contents of the Mortgage, she executed the same voluntarily on the say the same bears date.

Given under my hand and official seal this 25th day of August, 2009.

[Signature]
Notary Public

My commission expires: 8/13/13