

This instrument was prepared by:

Michael T. Atchison, Attorney At Law
PO Box 822,
Columbiana, AL 35051


20110127000028310 1/3 \$117.50
Shelby Cnty Judge of Probate, AL
01/27/2011 08:18:28 AM FILED/CERT

MORTGAGE

STATE OF ALABAMA)
COUNTY SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

**Robin Berens and Julie Berens and
Benjamin D. King and Debra King**

(hereinafter called "Mortgagors", whether one or more are justly indebted to

Billy W. Minor and Eulee S. Minor

(hereinafter called "Mortgagee", whether one or more),

in the sum of SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00) evidenced by a mortgage note.

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,

Robin Berens and Julie Berens and Benjamin D. King and Debra King

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:

See Attached Exhibit A for Legal Description

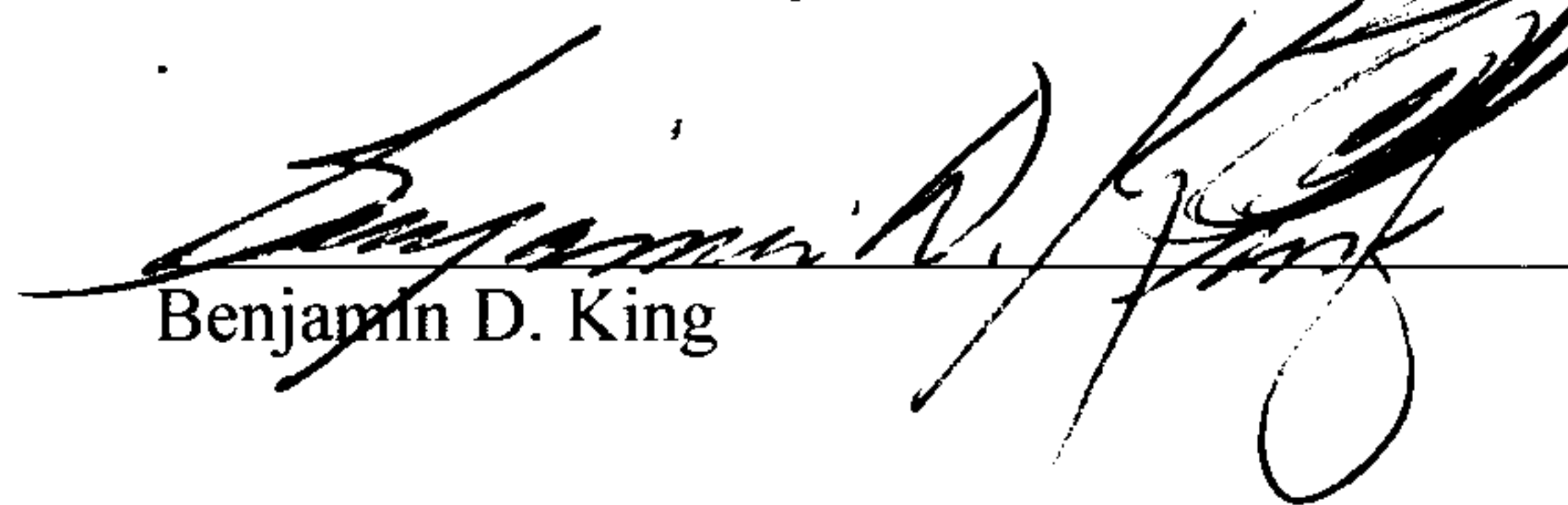
Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

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.

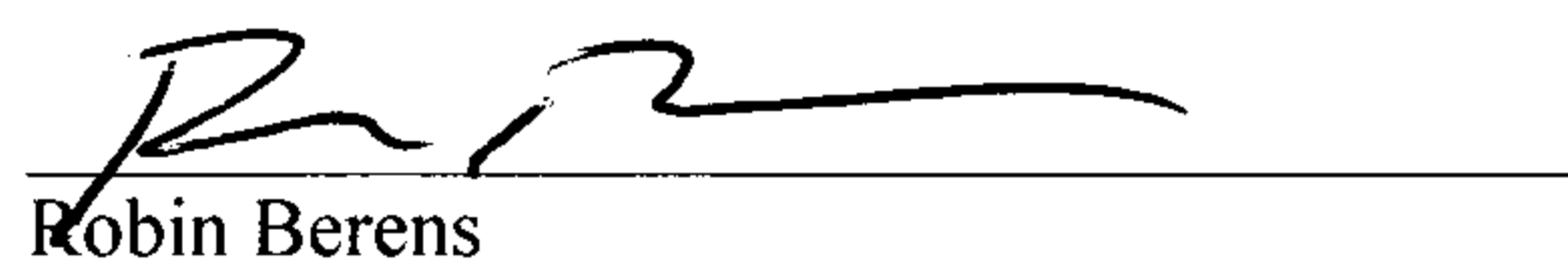
Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment 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

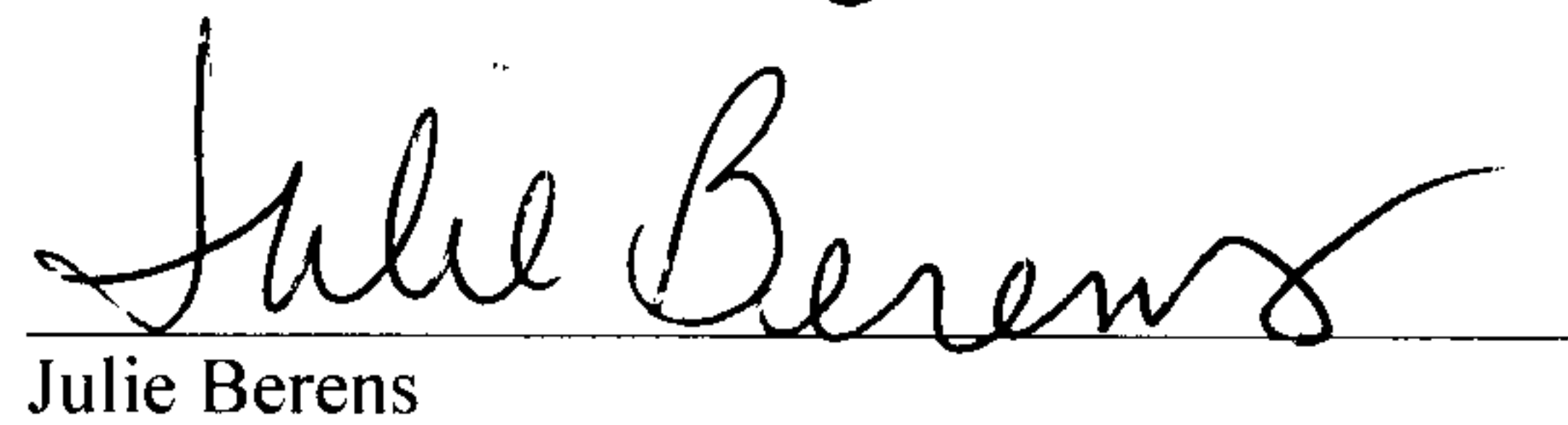
Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage 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 Robin Berens and Julie Berens and Benjamin D. King and wife, Debra King, has hereunto set their signatures and seals, this 24th day of January, 2011.


Benjamin D. King


Debra King

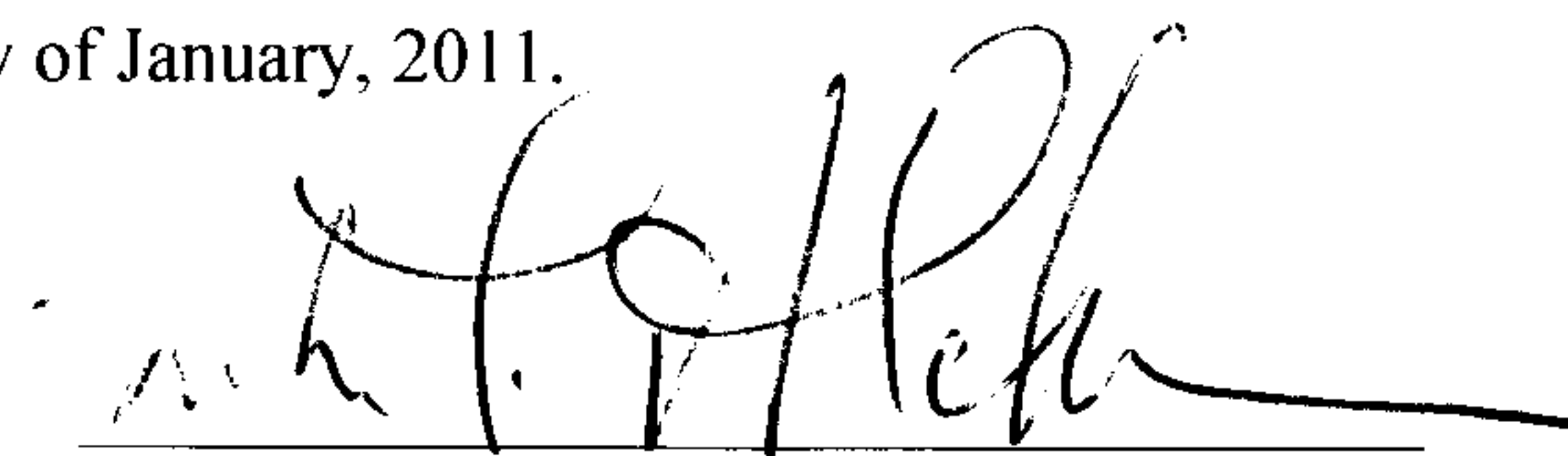

Robin Berens


Julie Berens

STATE OF ALABAMA)
SHELBY COUNTY)

I, Mike T. Atchison, a Notary Public in and for said County, in said State, hereby certify that Robin Berens and Julie Berens and Benjamin D. King and wife, Debra King whose names 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 they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of January, 2011.


Notary Public
My commission expires: 2012

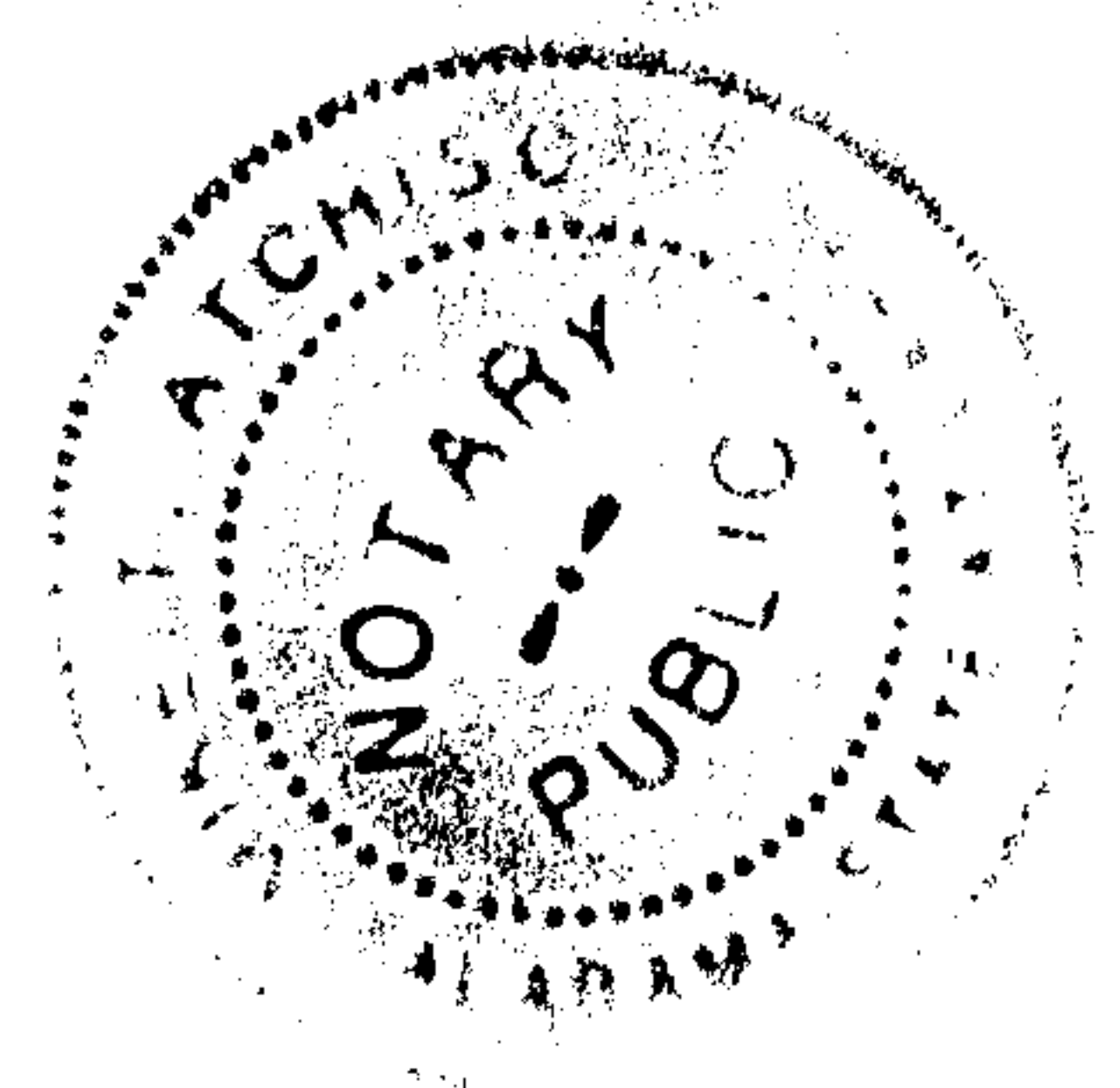


EXHIBIT A
LEGAL DESCRIPTION


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A parcel of land in the Northwest quarter of the Southeast quarter of Section 21, Township 21 South, Range 1 East, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest quarter of the Southeast quarter of said Section 21; thence South 00 degrees 34 minutes 08 seconds East, along the West line of said sixteenth section, a distance of 279.83 feet to a point; thence North 85 degrees 04 minutes 28 seconds East, a distance of 607.61 feet to a 1/2" iron pin found on the South edge of County Highway No. 435; thence North 84 degrees 34 minutes 44 seconds East, along the South edge of said road, a distance of 131.14 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165"; thence North 86 degrees 37 minutes 38 seconds East, along the South edge of said road, a distance of 134.07 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165" at the point of beginning. Thence North 86 degrees 37 minutes 38 seconds East a distance of 30.33 feet, to a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165"; thence South 81 degrees 57 minutes 22 seconds East, a distance of 148.68 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165"; thence South 06 degrees 50 minutes 16 seconds West, a distance of 185.29 feet to a point; thence South 01 degree 31 minutes 31 seconds East, a distance of 246.15 feet to a 1/2" rebar found; thence North 89 degrees 34 minutes 34 seconds West a distance of 158.36 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165"; thence North 01 degree 16 minutes 55 seconds West, a distance of 164.00 feet to a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165"; thence North 01 degree 50 minutes 34 seconds East, a distance of 284.12 feet to the point of beginning.