

This instrument was prepared by:

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

MORTGAGE DEED

**STATE OF ALABAMA
COUNTY DALLAS**

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Donnie Lansford and wife, Deborah Lansford

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

Richard B. Gosselin and Fanny G. Gosselin

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

in the sum of **ONE HUNDRED TWENTY TWO THOUSAND DOLLARS AND 00/100 (\$122,000.00)**
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,

Donnie Lansford and wife, Deborah Lansford

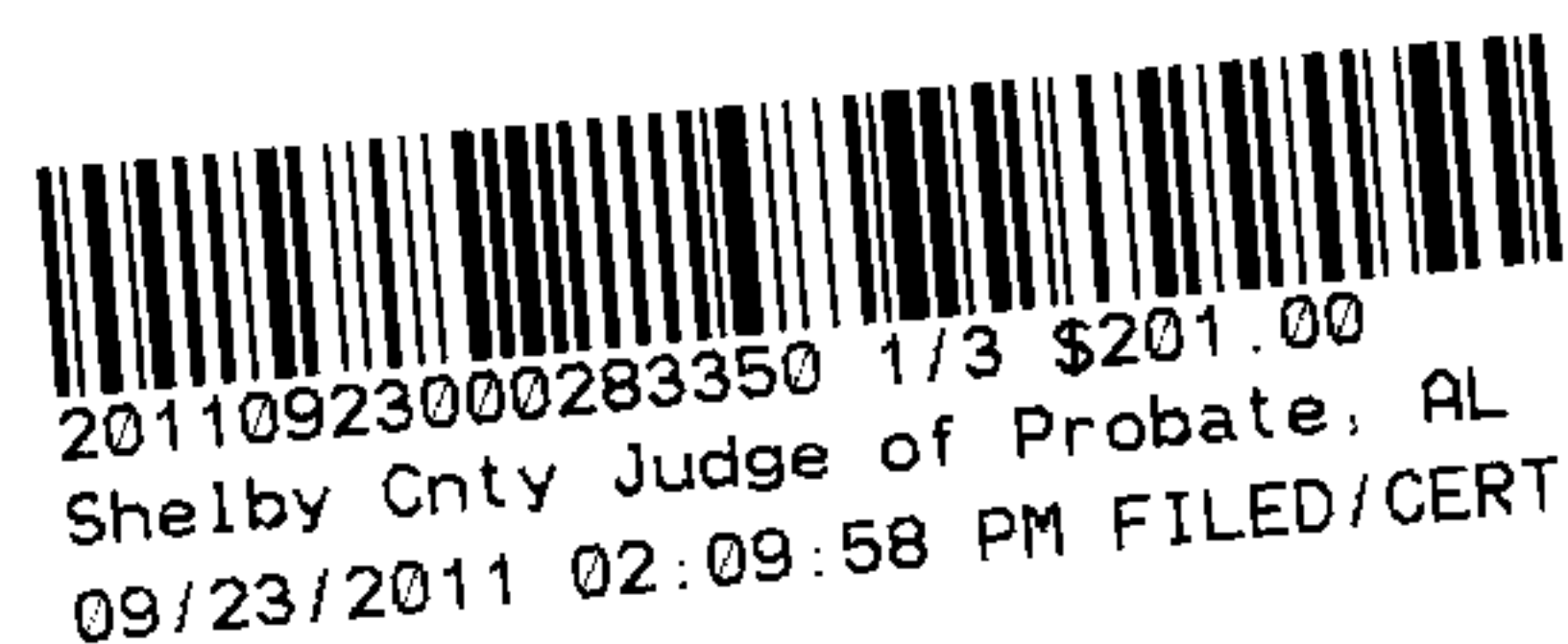
and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in SHELBY County, State of Alabama, to wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION.

This is a wrap around mortgage. There is an existing first mortgage from Richard B. Gosselin and Fanny G. Gosselin. to MERS, dated February 25, 2005 and recorded in the Probate Office of Shelby County, Alabama. The mortgagee herein, Richard B. Gosselin and Fanny G. Gosselin, is responsible for making all payments under the first mortgage to MERS. In the event this first mortgage becomes delinquents, mortgagors herein have the right to make the first mortgage payment directly to MERS and receive credit for the amount of said payment toward the mortgage payment due under the promissory note of even date herewith, secured by this wrap around mortgage. In the event the first mortgage is called or foreclosure proceedings are initiated by MERS, Mortgagors herein have the right to pay, redeem or take any other action in said first mortgage and shall receive full credit on this mortgage for the amount of payments made and any necessary and/or reasonable expensed incurred.

Mortgagee will provide quarterly proof of payment of this MERS mortgage to the mortgagor.

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



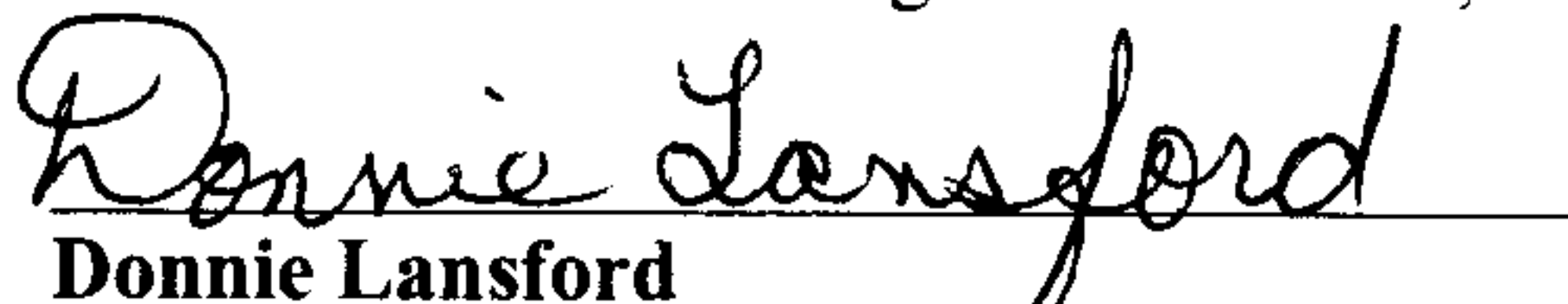
To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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.

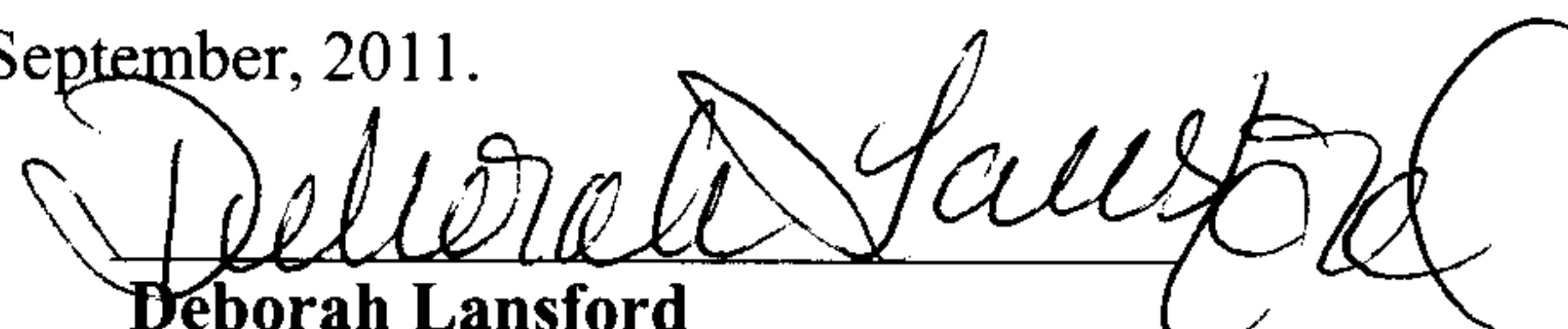
Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment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

Donnie Lansford and wife, Deborah Lansford

Have hereunto set her signature and seal, this ____ day of September, 2011.


Donnie Lansford

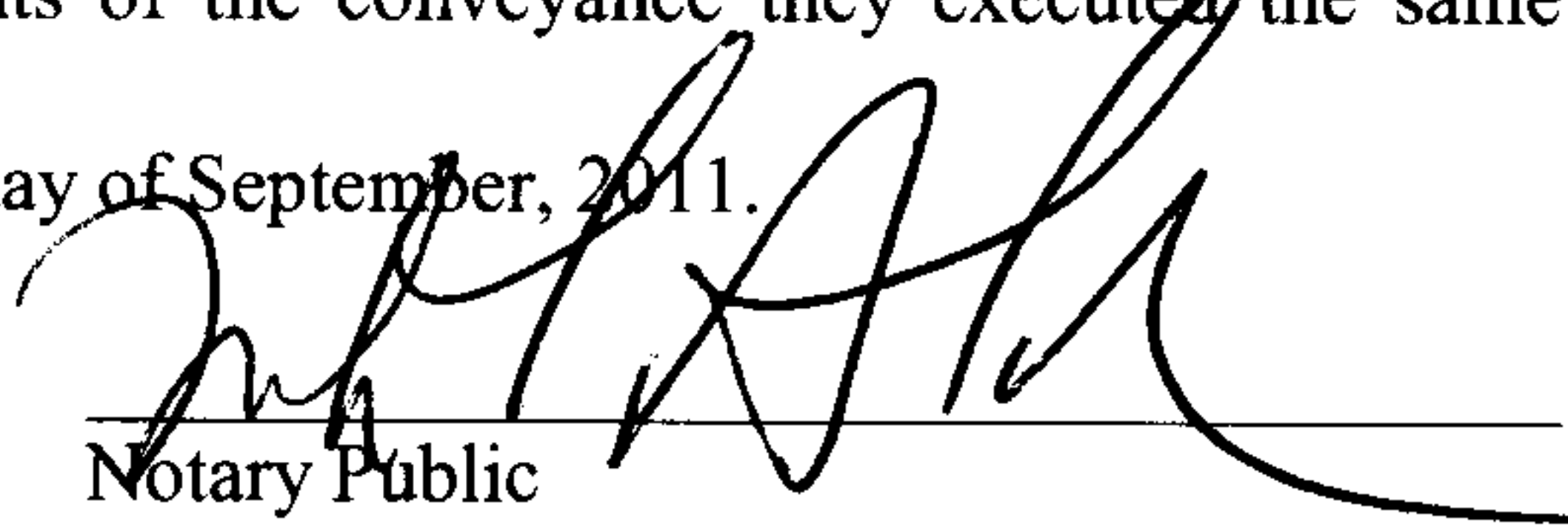

Deborah Lansford

**STATE OF ALABAMA
SHELBY COUNTY**

I, MIKE T. ATCHISON, a Notary Public in and for said County, in said State, hereby certify that
Donnie Lansford and wife, Deborah Lansford

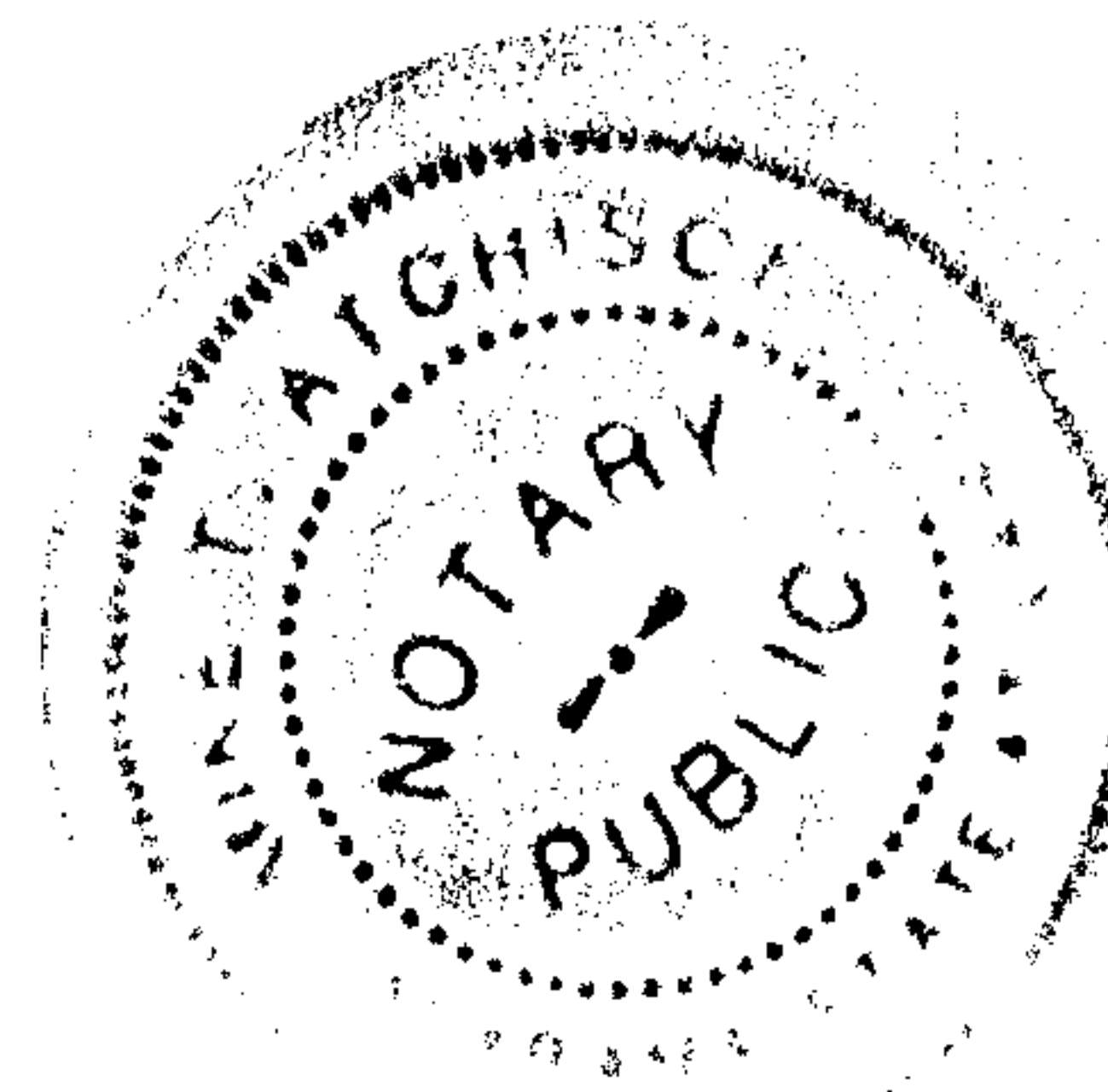
whose names are signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of September, 2011.


Notary Public

My Commission Expires: 10-16-12


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Shelby Cnty Judge of Probate, AL
09/23/2011 02:09:58 PM FILED/CERT



**EXHIBIT A
LEGAL DESCRIPTION**

A part of Lot 16, according to the Map of Charles W. Mobley as recorded in Map Book 8, Page 124, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 20 South, Range 2 East, Shelby County, Alabama; thence North 89 degrees 05 minutes 24 seconds East a distance of 41.58 feet to a fence corner; thence proceed along said fence line the following courses: North 02 degrees 42 minutes 52 seconds East, a distance of 769.83 feet to a fence corner; thence North 89 degrees 41 minutes 39 seconds West a distance of 40.66 feet to a fence corner; thence South 89 degrees 31 minutes 24 seconds West a distance of 14.93 feet to a 5/8" capped rebar set, said point also being the point of beginning of herein described parcel of land; thence south 69 degrees 27 minutes 31 seconds West a distance of 163.56 feet to a 5/8" capped rebar set; thence North 25 degrees 02 minutes 24 seconds West a distance of 212.91 feet to a 5/8" capped rebar set; thence North 89 degrees 23 minutes 15 seconds East a distance of 250.80 feet to a 5/8" capped rebar set; thence South 03 degrees 06 minutes 47 seconds West a distance of 138.39 feet to the point of beginning.

A part of Lot 16, according to the Map of Charles W. Mobley as recorded in Map Book 8, Page 124, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 20 South, Range 2 East, Shelby County, Alabama; thence North 89 degrees 05 minutes 24 seconds East a distance of 41.58 feet to a fence corner; thence proceed along said fence line the following courses: North 02 degrees 42 minutes 52 seconds East, a distance of 785.68 feet to the point of beginning; thence South 66 degrees 34 minutes 42 seconds West a distance of 66.07 feet; thence North 138.39 feet; thence East to an existing fence; thence South along said fence to the point of beginning.



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Shelby Cnty Judge of Probate, AL
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