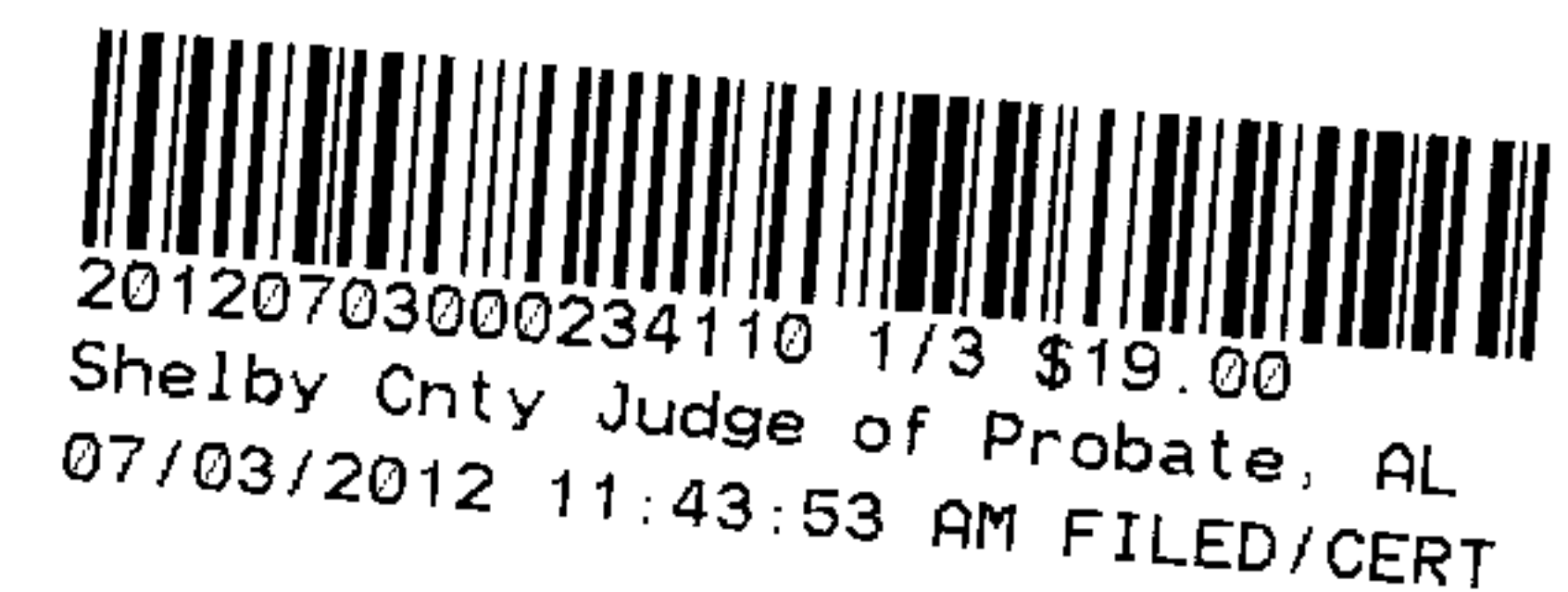


*This instrument was prepared by:*  
John L. Hartman, III  
P. O. Box 846  
Birmingham, AL 35201-0846



## **MORTGAGE**

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**STATE OF ALABAMA**

**COUNTY OF SHELBY**

**KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

**Benjamin Earl Evans and wife, Lucy Evans**

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

**LEGACY COMMUNITY FEDERAL CREDIT UNION**, a federally chartered credit union,

(hereinafter called "Mortgagee" whether one or more), in the sum of Forty-Seven Thousand Six Hundred and 00/100 (\$47,600.00) DOLLARS, evidenced by a real estate mortgage note executed simultaneously herewith

AND WHEREAS, Mortgagors 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 Mortgagors 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.

SUBJECT TO: (1) Taxes for the year 2012 and subsequent years; (2) Title to all minerals within and underlying the premises, together with all mining rights and other rights privileges and immunities relating thereto, including release of damages.

If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

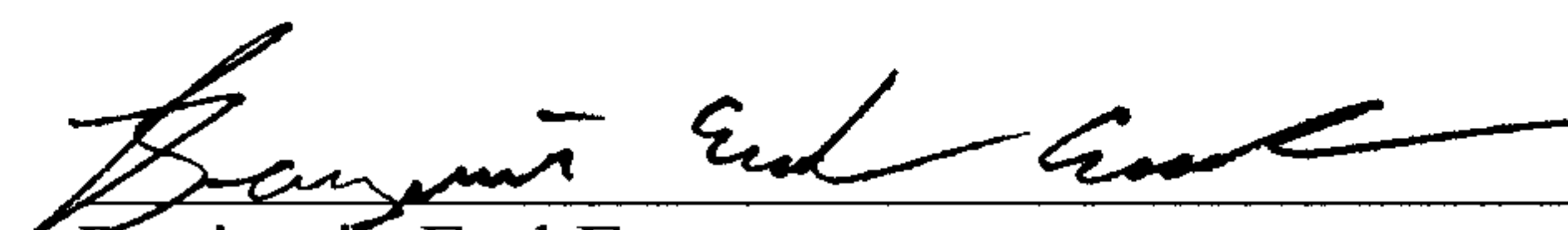
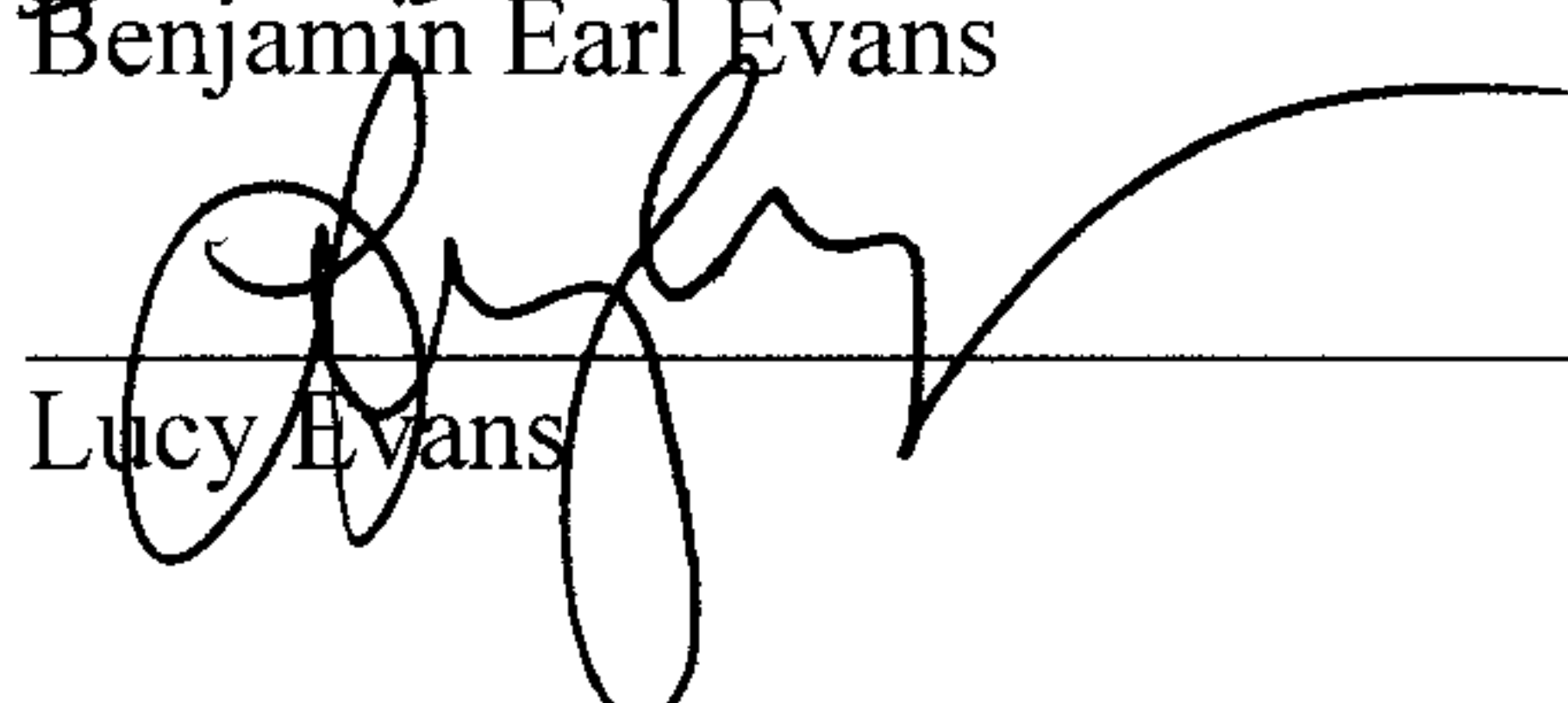
TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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 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 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 incumbrance 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 incumbrances, 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 Benjamin Earl Evans and Lucy Evans, have hereunto set their signatures and seals this the 25th day of June, 2012.

 (SEAL)  
Benjamin Earl Evans  
 (SEAL)  
Lucy Evans

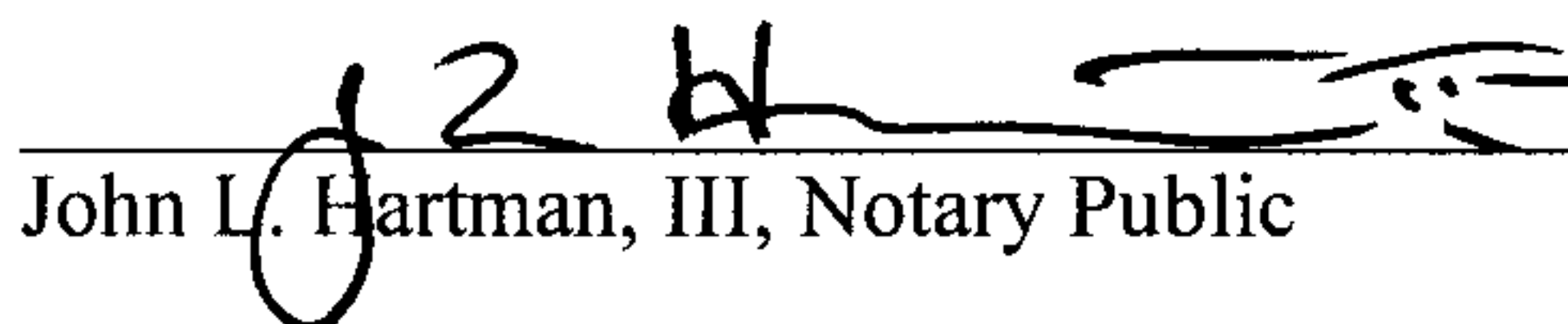
STATE OF ALABAMA  
JEFFERSON COUNTY

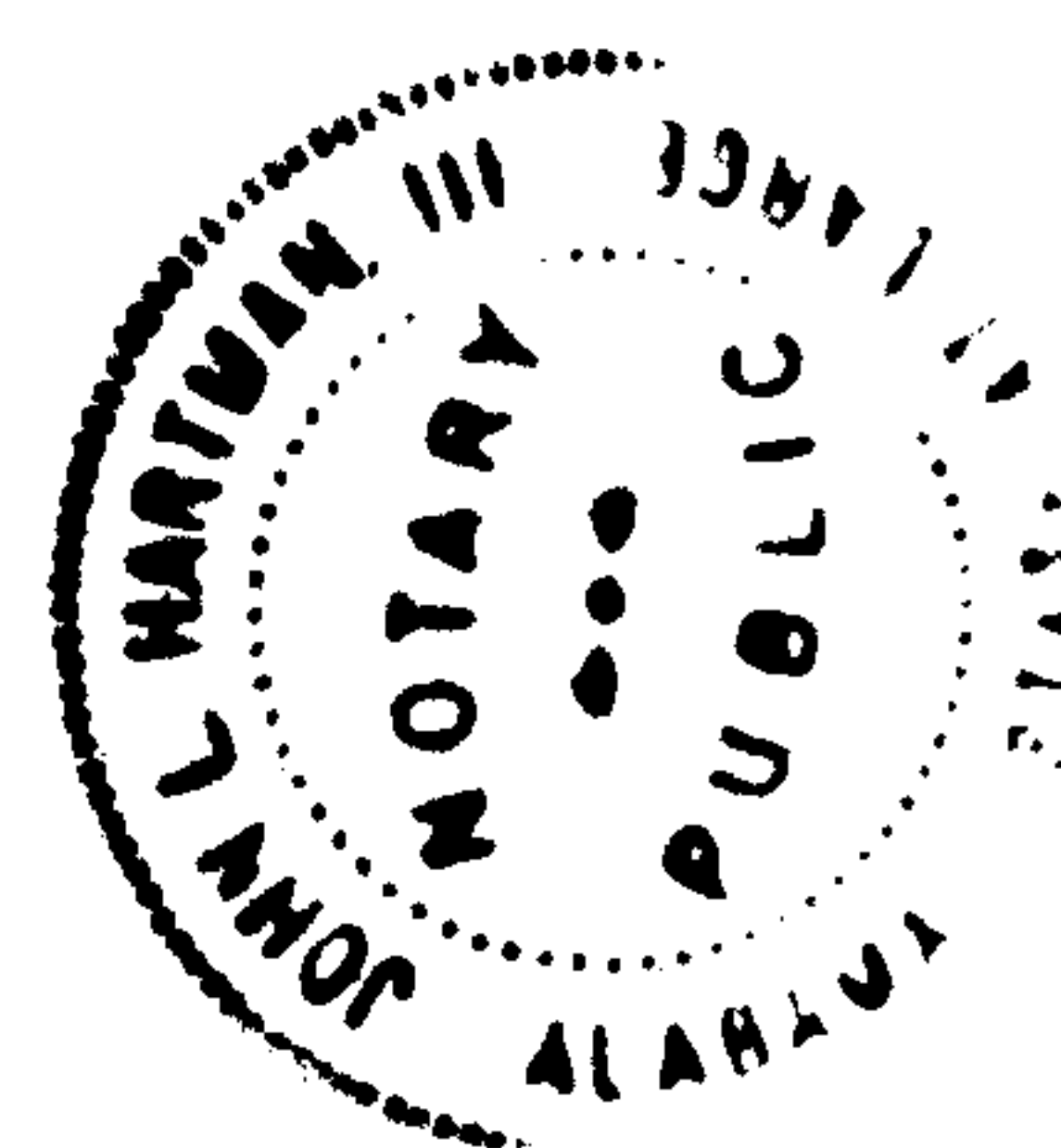
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Benjamin Earl Evans** and **Lucy Evans**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25th day of June, 2012.

My Commission Expires:

8/4/13

  
John L. Hartman, III, Notary Public



20120703000234110 2/3 \$19.00  
Shelby Cnty Judge of Probate, AL  
07/03/2012 11:43:53 AM FILED/CERT

## EXHIBIT "A"

### LEGAL DESCRIPTION

A parcel of land situated in the Northeast 1/4 of Section 23 and in the Southeast 1/4 of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 21 South, Range 3 West, Shelby County, Alabama, said point being a found 4 inch x 4 inch wood post with a tack, and run West along the North line of said Section 23 a distance of 465.19 feet to the point of beginning, said point being a set 1/2 inch capped rebar, then turn an angle of 59 degrees 51 minutes 37 seconds to the right and run in a Northwesterly direction a distance of 94.04 feet to a point, said point being a found 1 inch solid iron rod, then turn an angle of 60 degrees 32 minutes 20 seconds to the left and run in a Westerly direction a distance of 185.08 feet to a point, said point being a set 1/2 inch capped rebar then turn an angle of 104 degrees 26 minutes 31 seconds to the left and run in a Southeasterly direction a distance of 124.67 feet to a point, said point being a set 1/2 inch capped rebar then turn an angle of 40 degrees 23 minutes 39 seconds to the right and run in a Southwesterly direction a distance of 131.01 feet to a point on the North right-of-way line of Shelby County Highway 12, said point being a set 1/2 inch capped rebar, then turn an angle of 96 degrees 41 minutes 05 seconds to the left and run in a Southeasterly direction, along the said North right-of-way line of County Highway 12, a distance of 146.93 feet to a point on said right-of-way line, said point being a found 7 inch diameter axle, then turn an angle of 89 degrees 27 minutes 18 seconds to the left and run in a Northeasterly direction a distance of 218.60 feet to a point, said point being a found 7 inch diameter axle, then turn an angle of 70 degrees 51 minutes 58 seconds to the right and run in an Easterly direction a distance to 44.79 feet to the point of beginning of the parcel herein described Said parcel being situated in the Northeast 1/4 of Section 23 and in the Southeast 1/4 of Section 14, Township 21 South, Range 3 West.



20120703000234110 3/3 \$19.00  
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