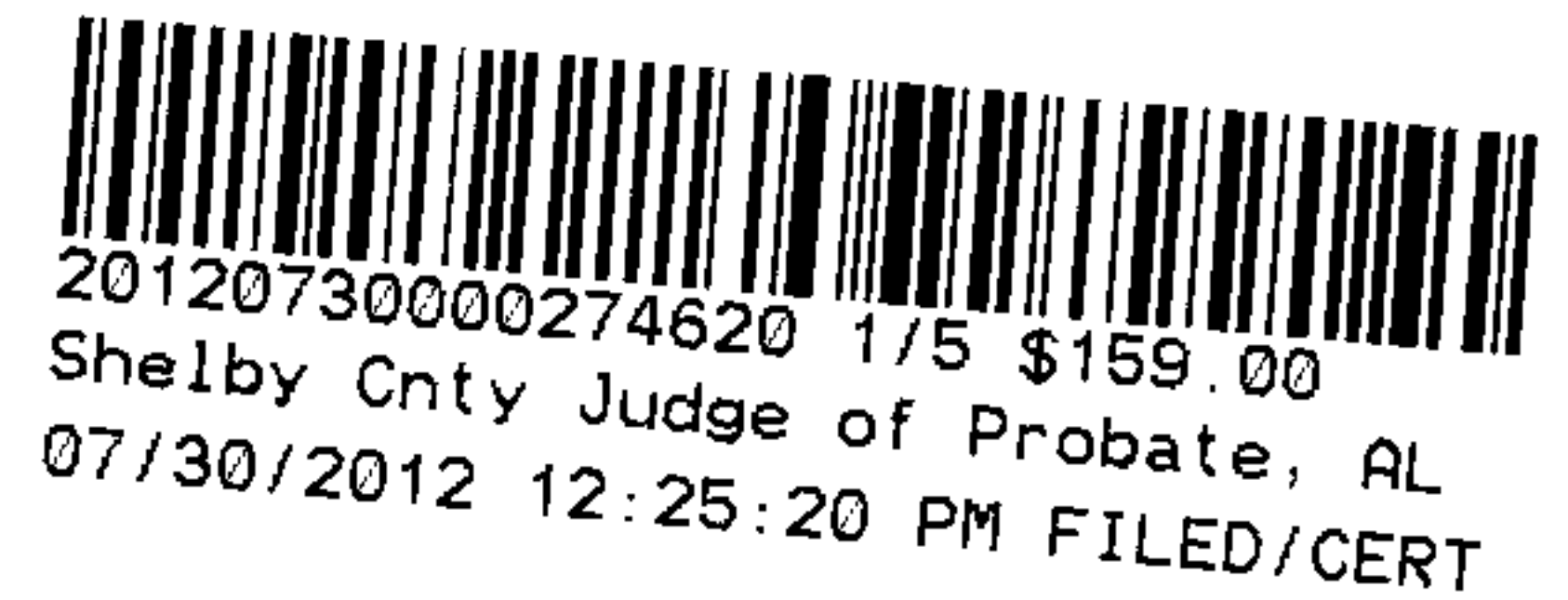


This instrument was prepared by:  
Michael T. Atchison, Attorney At Law, Inc.  
PO Box 822, Columbiana, AL 35051

# MORTGAGE DEED

STATE OF ALABAMA  
COUNTY of Shelby



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

**Ricky J. Pickett and wife, Cindy Pickett,**  
(hereinafter called "Mortgagors", whether one or more are justly indebted to

**John D. McIntyre and wife Peggy N. McIntyre**  
(hereinafter called "Mortgagee", whether one or more),

in the sum of **Ninety Thousand Dollars and zero cents (\$90,000.00)** evidenced by a real estate mortgage note of even date.

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,

**Ricky J. Pickett and wife, Cindy Pickett**

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:**

Part of the N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of Section 23, Township 21 South, Range 3 West, Shelby County, Alabama; being more particularly described as follows: From the SE corner of the NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of said section run in a westerly direction along the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section for a distance of 8.6 feet; thence turn an angle to the right of 98 degrees 43 minutes and run along the West right of way line of Alabama Highway No. 119 for a distance of 244.00 feet; thence turn an angle to the left of 98 degrees 43 minutes and run in a westerly direction for a distance of 651.40 feet; thence turn an angle to the right of 76 degrees 06 minutes and run in a northwesterly direction for a distance of 209.03 feet; thence turn an angle to the right of 102 degrees 46 minutes 30 seconds and run in an easterly direction for a distance of 303.49 feet; thence turn an angle to the left of 91 degrees 00 minutes and run in a northerly direction for a distance of 200 feet to the point of beginning; thence continue along last mentioned course for a distance of 133.84 feet to an existing iron pin; thence turn an angle to the right of 91 degrees 15 minutes 18 seconds and run in an easterly direction for a distance of 471.53 feet to an existing iron pin being

on the West right of way line of Alabama Highway No. 119; thence turn an angle to the right (89 degrees 12 minutes 08 seconds to chord) and run along said highway West right of way line for a distance of 31.72 feet; thence turn an angle to the right (90 degrees 32 minutes 34 seconds from last mentioned chord line) for a distance of 224.45 feet to an existing iron pin; thence turn an angle to the left of 90 degrees and run in a southerly direction for a distance of 100.00 feet to an existing iron pin; thence turn an angle to the right of 90 degrees and run in a westerly direction for a distance of 245.04 feet to an existing iron pin being the point of beginning; being situated in Shelby County, Alabama.


According to the survey of Laurence D. Weygand, dated September 26, 1986.

PARCEL II:


Part of the N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of Section 23, Township 21 South, Range 3 West, Shelby County, Alabama; being more particularly described as follows: From the SE corner of the NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of said section, run in a westerly direction along the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section for a distance of 8.6 feet; thence turn an angle to the right of 98 degrees 43 minutes and run along the West right of way line of Alabama Highway No. 119 for a distance of 244.00 feet; thence turn an angle to the left of 98 degrees 43 minutes and run in a westerly direction for a distance of 651.40 feet; thence turn an angle to the right of 76 degrees 06 minutes and run in a northwesterly direction for a distance of 209.03 feet; thence turn an angle to the right of 102 degrees 46 minutes 30 seconds and run in an easterly direction for a distance of 303.49 feet; thence turn an angle to the left of 91 degrees 00 minutes and run in a northerly direction for a distance of 200 feet; thence turn an angle to the right of 91 degrees 00 minutes and run in an easterly direction for a distance of 465.04 feet, more or less, to a point on the westerly right of way of Alabama Highway No. 119, being the point of beginning; thence turn an angle to the right of 180 degrees and run in a westerly direction for a distance of 220 feet; thence turn an angle to the right of 90 degrees 00 minutes and run in a northerly direction for a distance of 100 feet; thence turn an angle to the right of 90 degrees 00 minutes and run in an easterly direction for a distance of 224.45 feet, more or less, to a point on the westerly right of way line of Alabama Highway No. 119; thence turn an angle to the right and run in a southerly direction along said westerly right of way line of said Alabama Highway No. 119, for a distance of 100.10 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

According to the survey of Laurence D. Weygand, dated January 9, 1985.

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

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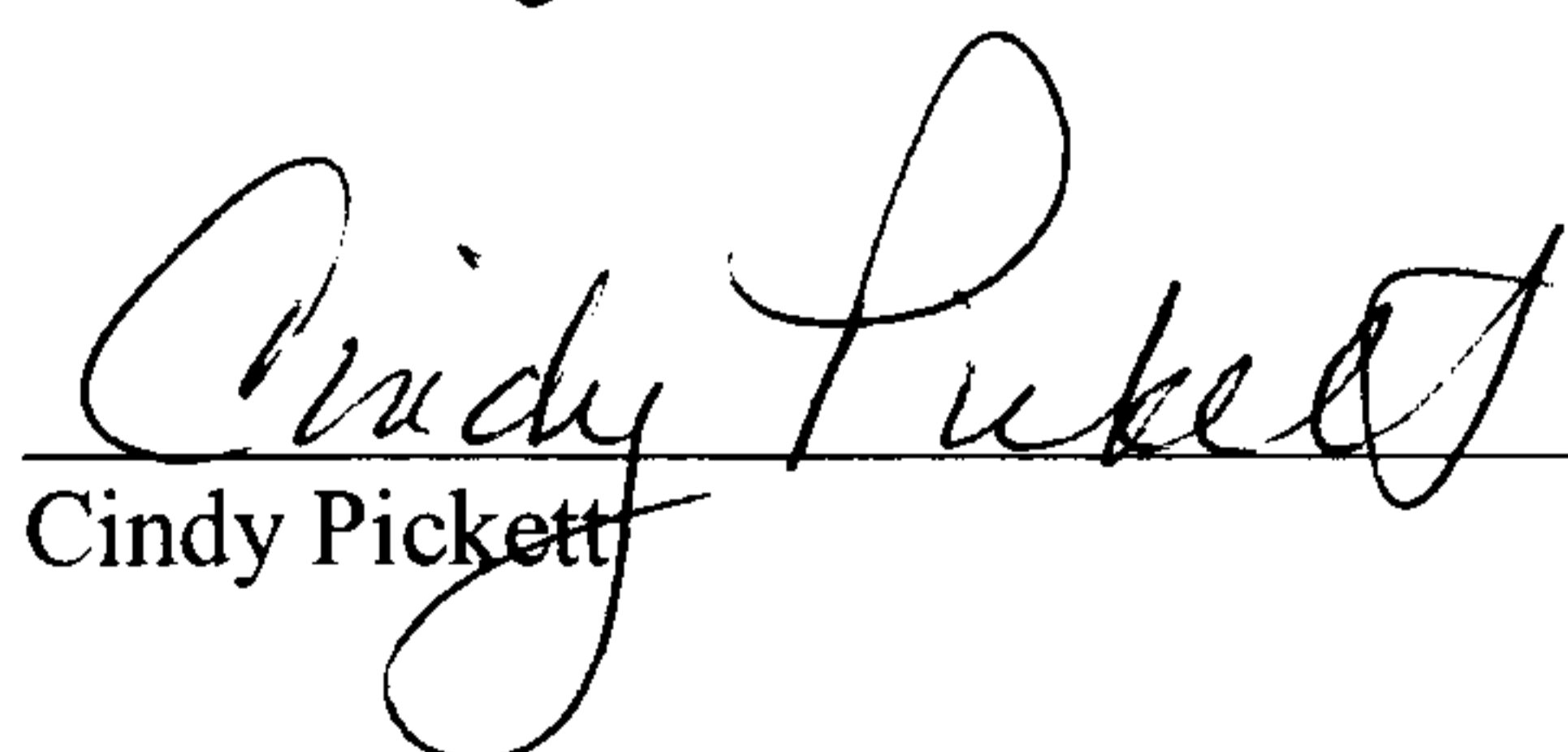
**To Have And To Hold** the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and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


  
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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 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 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 Ricky J. Pickett and wife, Cindy Pickett, have hereunto set her signature and seal, this

  
\_\_\_\_\_  
Ricky J. Pickett


  
\_\_\_\_\_  
Cindy Pickett


  
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STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ricky J. Pickett and Cindy Pickett, whose name(s) is/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 he/she/they executed the same voluntarily on the day the same bears date 26<sup>th</sup> day of July, 2012.

Given under my hand and official seal this 26<sup>th</sup> day of July, 2012.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 10-16-12

  
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Shelby Cnty Judge of Probate, AL  
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