

# MORTGAGE

**STATE OF ALABAMA  
COUNTY SHELBY**

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

**Gordon Morrow, a married man**

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

**Billie Jean Folds**

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

in the sum of ONE HUNDRED TWO THOUSAND DOLLARS AND 00/100  
(\$102,000.00) evidenced by a mortgage note.

This is mortgage on real estate.

And whereas, Mortgagees 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,

**Gordon Morrow**

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


SEE ATTACHED EXHIBIT "A" 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 of Shelby and State of Alabama, 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.

  
20150427000136750 2/4 \$176.00  
Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF the undersigned, **Gordon Morrow** have hereunto set his signature and seals, this 9th day of April, 2015.

  
\_\_\_\_\_  
**Gordon Morrow**

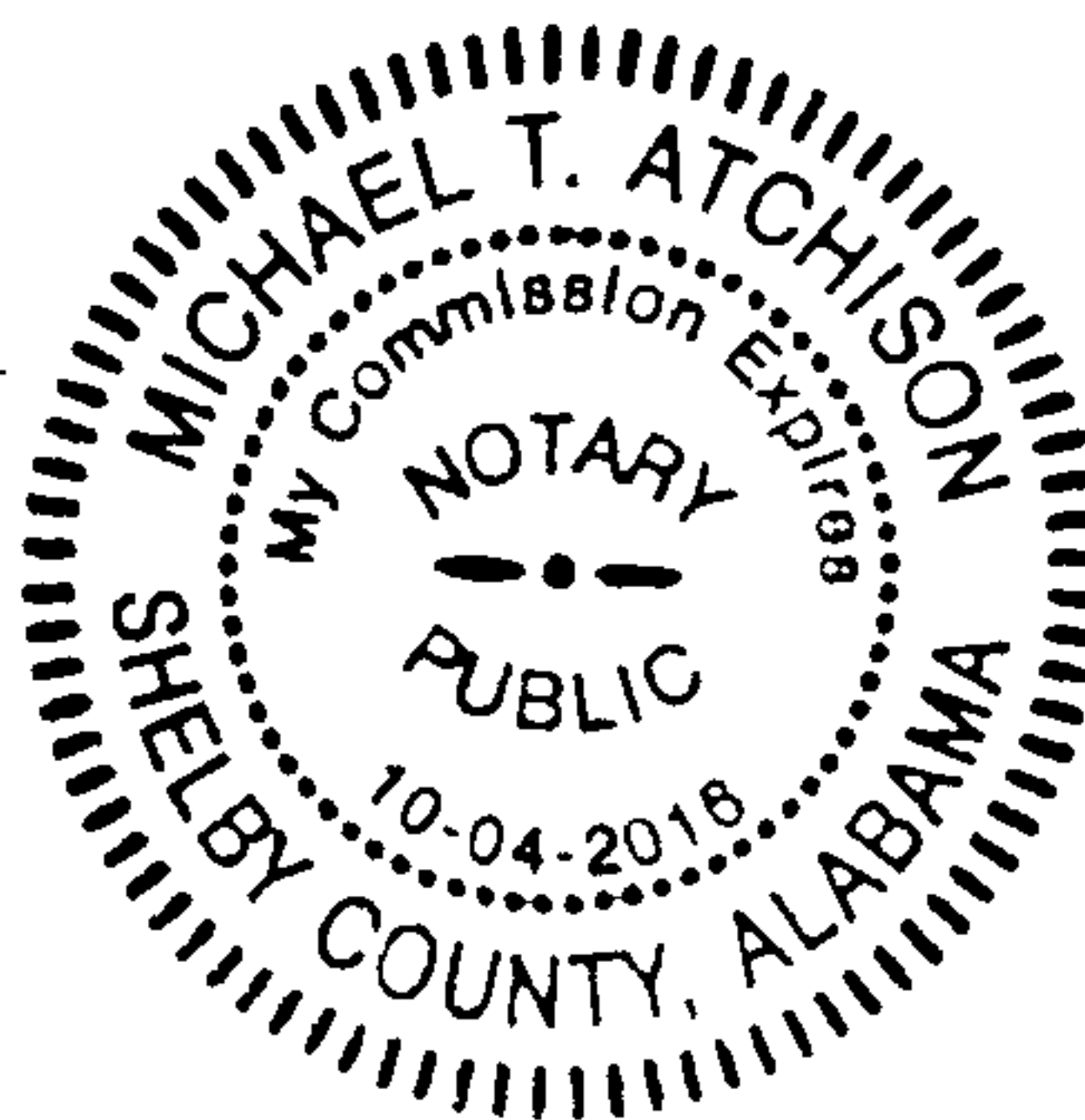
STATE OF ALABAMA)  
COUNTY OF SHELBY)

I, Mike T. Atchison, a Notary Public in and for said County, in said State, hereby certify that, **Gordon Morrow**, whose name is 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of April, 2015.

  
\_\_\_\_\_  
Notary Public

My commission expires: 10-4/2016



20150427000136750 3/4 \$176.00  
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## EXHIBIT "A"

A parcel of land lying in the SW 1/4 of the SE 1/4 of Section 27, Township 17 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:


Begin at the SE corner of the SW 1/4 of the SE 1/4 of Section 27, Township 17 South, Range 1 East, Shelby County, Alabama, being a 2" capped pipe found; thence run northerly along the East line thereof for 1217.28 feet to an iron set and the southeasterly right of way of County Highway 101 (A.K.A. Mimosa Road- 80 foot wide right of way); thence 111 degrees 19 minutes 23 seconds left run southwesterly along said right of way line for 930.09 feet to a point of a curve to the left, having a central angle of 17 degrees 57 minutes 15 seconds, a radius of 685.17 feet and an arc length of 214.71 feet; thence 8 degrees 58 minutes 38 seconds left to chord run southwesterly along said right of way line and along said curve a chord distance of 213.83 feet; thence 8 degrees 58 minutes 38 seconds left from chord run southwesterly along said right of way line for 79.47 feet to a point of a curve to the left, having a central angle of 10 degrees 43 minutes 16 seconds, a radius of 648.03 feet and an arc length of 122.18 feet; thence 5 degrees 24 minutes 5 seconds left to chord run southwesterly along said right of way line and along said curve a chord distance of 122.00 feet to an iron found in PVC pipe; thence 114 degrees 29 minutes 37 seconds left from chord run southeasterly for 570.82 feet to iron found in PVC pipe; thence 49 degrees 38 minutes 26 seconds right run southerly for 216.23 feet to iron found in PVC pipe; thence 2 degrees 45 minutes 54 seconds left run southerly for 210.84 feet to a iron found on the South line of said 1/4-1/4 section; thence 87 degrees 14 minutes 50 seconds left run easterly along said South line for 659.12 feet to the point of beginning.

LESS AND EXCEPT: a 30 foot easement for ingress and egress, the East line of which is described as follows:

Begin at the SE corner of the SW 1/4 of the SE 1/4 of Section 27, Township 17 South, Rang 1 East; thence run North along the East line thereof for 1228.27 feet to the southerly R/W of Shelby County Road #101 and the point of ending.

According to the survey of Thomas E. Simmons, II, PLS#29099, dated February 19, 2015.

  
Gordon Morrow

  
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