(Name) Jones & Waldrop

1025 Montgomery Highway

(Address) Birmingham, Al. 35216

Form 1-1-22 Rev. 1-86 74-95A MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

COUNTY Shelby

Russell Brown, an unmarried man

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

Samuel Curtis Glass and his wife Kellie H. Glass

(hereinafter called "Mortgagee", whether one or more), in the sum Dollars Seven thousand and no/100 of), evidenced by a real estate mortgage note which was executed simultaneously 7,000.00 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, Russell Brown, an unmarried man

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

See attached Exhibit A for legal description incorporated herein for all purposes.

Together with the right to use the driveway described in Agreement in Inst. 1992-14406. Subject to: All easements, restrictions and rights of way of record.

Rights of others in and to the use of a 30 ft. easement as described in Joint Driveway Agreement as recorded in Inst. No. 1992-14406 in the Probate Office. This is a purchase money mortgage.

Inst # 1995-34011

11/28/1995-34011 10:53 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 24.00 003 MCD

Said property is warranted free from all incumbrances 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 Mortgages for taxes, assessments or insurance, shall become a debt to said Mortgages 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 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 Mortgages, 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.

Russell Brown, an unmarried man IN WITNESS WHEREOF the undersigned

have hereunto set	signature and seal, thi	RUSSELL BROWN	(SEAL)
······································	<u> </u>		(SEAL)
Jefferson I, the understhereby certify that	COUNTY		and for said County, in said State,
that being informed of t	to the foregoing conveyance, and the contents of the conveyance and official seal this 22		ly on the day the same bears date. 1995 Notary Public.
THE STATE of I, hereby certify that	COUNTY	, a Notary Public in	and for said County, in said State,
whose name as a corporation, is signed being informed of the	contents of such conveyance, ne,	of nd who is known to me, acknowl as such officer and with full auth	edged before me, on this day that, nority, executed the same voluntarily
for and as the act of sai Given under my ha	a corporation. nd and official seal, this the	day of	, 19
			aration ACTS

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EXHIBIT A

Commence at the SE corner of the SE 1/4 of the SW 1/4 of Section 22, Township 21 South, Range 3 West and proceed North along East line of said 1/4-1/4 Section 800.0 feet; thence 88 degrees 30 minutes left and run 780 feet; thence 88 degrees 30 minutes right and run 272.40 feet to a point of beginning. Continue along said line 135.17 feet; thence 85 degrees 20 minutes 25 seconds left and run 201.66 feet; thence 94 degrees 53 minutes 13 seconds left and run 146.28 feet; thence 88 degrees 16 minutes 03 seconds left and run 200.49 feet to the point of beginning. Situated in Shelby County, Alabama.

Inst # 1995-34011

11/28/1995-34011
10:53 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 24.00