

THIS INSTRUMENT PREPARED BY:

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Inst # 2001-06319
02/23/2001-06319
11:28 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NMB 287.00

MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned **PHILIP COLE, an unmarried man** (the "Mortgagor"), has become justly indebted to **THOMPSON REALTY CO., INC., an Alabama corporation** (the "Mortgagee"), in the sum of One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00) as evidenced by that certain Real Estate Mortgage Note dated of even date herewith; and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real property situated in Shelby County, Alabama (the "Property"), to-wit:

Lot 102-A, according to the resurvey, as recorded in Map Book 7, Page 21, in the Probate Office of Shelby County, Alabama, of Lots 16, 20, 21, 98, 99, 100, 101, 102, 105 and a portion of a vacated road and a portion of vacated common area, in Shoal Creek as recorded in Map Book 6, Page 150.

The Property is warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon the Property, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; all amounts so expended by said Mortgagee for taxes or assessments shall become a debt to said Mortgagee,

additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes and assessments, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in the Property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based or should any of the covenants of the Borrower contained herein be violated, 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 shall be authorized to take possession of the Property 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase the Property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

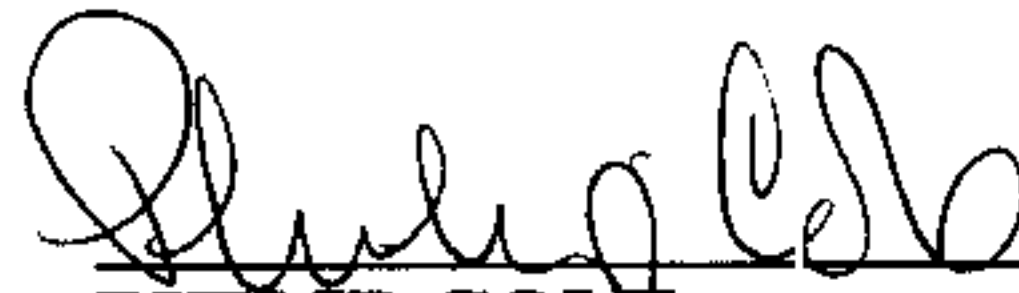
It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

Mortgagor agrees not to transfer the property, in whole or in part, without prior written consent of Mortgagee.

None of the Property is the homestead of the Mortgagor or the Mortgagor's spouse.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 28th day of December, 2000.

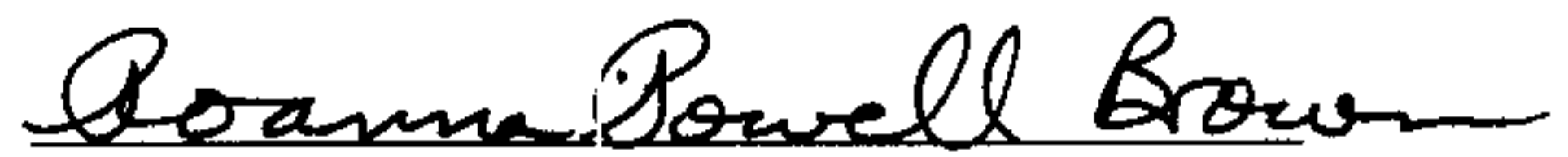


PHILIP COLE

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Philip Cole, a married man, whose name is 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 he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of December, 2000.



Notary Public

My Commission Expires: 7/9/04

(SEAL)