

THIS INSTRUMENT WAS PREPARED BY:  
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15 Office Park Circle, Suite 100  
Birmingham, Alabama 35223

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**MORTGAGE**

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**STATE OF ALABAMA)**

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

**SHELBYCOUNTY)**

**Charles Brent Portera, unmarried,** (hereinafter called "Mortgagor"), is justly indebted, to **Shirley A. Powers,** (hereinafter called "Mortgagee", whether one or more), in the sum of THIRTY-FIVE THOUSAND AND 00/100--(\$35,000.00)----DOLLARS, evidenced by Real Estate Mortgage Note of even date herewith, in the amount of \$35,000.00.

And Whereas, Mortgagor 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 Mortgagor, **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:

**A parcel of land in the South ½ of the North ½ of the Northwest ¼ of the Northwest ¼, Section 18, Township 20 South, Range 2 West, and in the Northeast ¼ of the Northeast ¼ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:**

**Commence at the Northwest corner of said Section 18; thence run South along the West Section line 346.08 feet to the point of beginning; thence turn right 90 degrees 00 minutes 00 seconds and run West 96.51 feet to a point on a clockwise curve on the Easterly right-of-way of Shelby County Highway #33, said curve having a delta angle of 02 degrees 13 minutes 08 seconds and a radius of 876.22 feet; thence turn left 63 degrees 15 minutes 06 seconds to tangent and run Southerly along the arc of said curve 33.93 feet; thence turn left 118 degrees 58 minutes 03 seconds from tangent and run East 112.37 feet to a point on the West line of said Section 18; thence turn right 90 degrees 00 minutes and 00 seconds and run South along said Section line 236.96 feet; thence turn left 45 degrees 08 minutes 38 seconds and run Southeast 111.60 feet; thence turn left 45 degrees 08 minutes 38 seconds and run East 220.03 feet to the Westerly right-of-way of Interstate #65; thence turn left 63 degrees 01 minutes 41 seconds and run Northeasterly along said right-of-way 385.64 feet; thence turn left 116 degrees 41 minutes 04 seconds and run West 472.32 feet to the point of beginning.**

**Situated in Shelby County, Alabama.**

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 any improvements on said real estate insured against loss or damage by fire, lightning, tornado and hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Mortgagee requires insurance for the fair and reasonable insurable value thereof, in companies reasonably satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and all policies required hereunder shall contain an endorsement providing that the insurer will not cancel, fail to renew or amend the policy without first giving thirty (30) days prior written notice thereof to Mortgagee, and Mortgagor shall 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, or should Mortgagor destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property, 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 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.

**Transfer of the Property or a Beneficial Interest in Borrower.** 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 sold or 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 Security Instrument. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Security Instrument. 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 Security Instrument. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Security Instrument without further notice or demand on Mortgagor.

IN WITNESS WHEREOF the undersigned, has hereunto set its signature and seal, this 25<sup>th</sup> day of February, 2004.

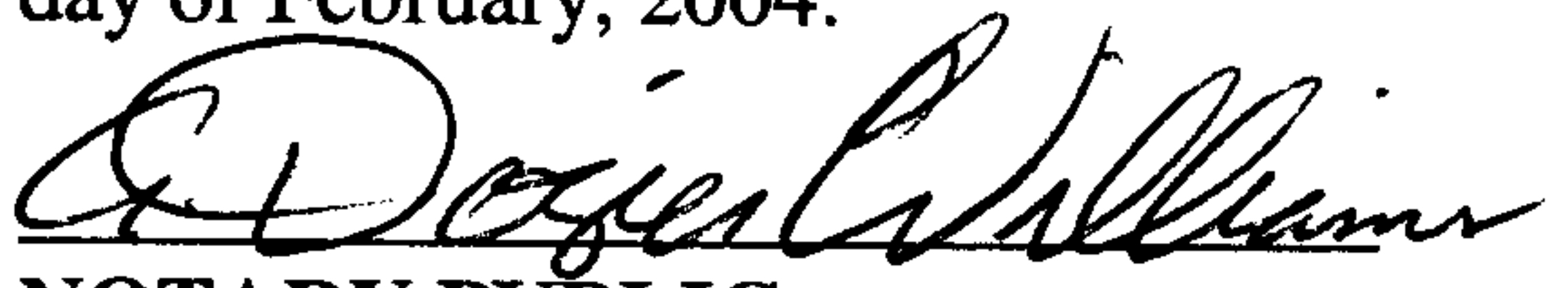
  
CHARLES BRENT PORTERA

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Charles Brent Portera**, 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 25<sup>th</sup> day of February, 2004.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

(SEAL)

7-29-07