

STATE OF ALABAMA

CHILTON COUNTY

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that where **Scott B. Brummitt and wife Terri A. Brummitt**, hereinafter called "Mortgagor"), whether one or more) is justly indebted to **Charles Portera and Judy Portera**, (hereinafter called "Mortgagee, whether one or more), in the sum of **One Hundred Ninety Thousand dollars and 00/100 Dollars (\$190,000.00)**, evidenced by real estate mortgage note of even date.

AND WHEREAS, Mortgagor(s) agree, 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(s), **Scott B. Brummitt and Terri A. Brummitt** ., 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, Alabama, to-wit:

See Exhibit "A"


To have and to hold the above granted property unto the 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 the 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 credit 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, 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 Mortgagee 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 such 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 21 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 in 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 therefore; and undersigned further agrees 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 **Scott B. Brummitt and Terri A. Brummitt** has hereunto set their signatures and seals, this 25 day of Feb, 2009.



Scott B. Brummitt



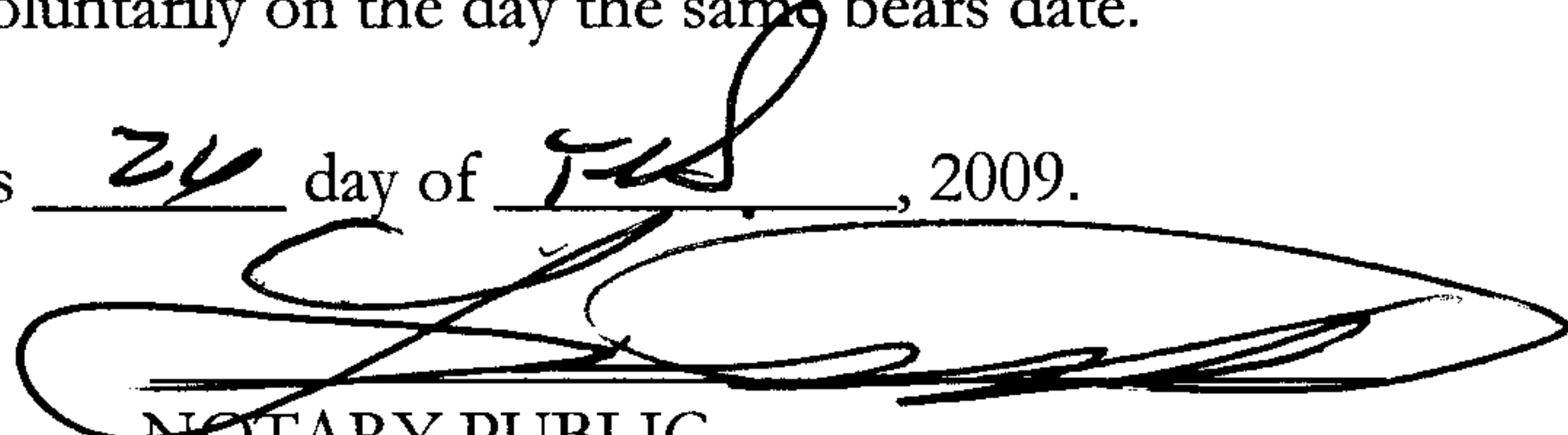
Terri A. Brummitt

STATE OF ALABAMA
CHILTON COUNTY

20090309000084310 2/3 \$302.00
Shelby Cnty Judge of Probate, AL
03/09/2009 12:33:47PM FILED/CERT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **Scott B. Brummitt and Terri A. Brummitt** 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 24 day of FEB, 2009.


NOTARY PUBLIC
My commission is: 2-28-12

Mail Mortgage and Payments to:

14412 CR42
Tomson, AL 35085

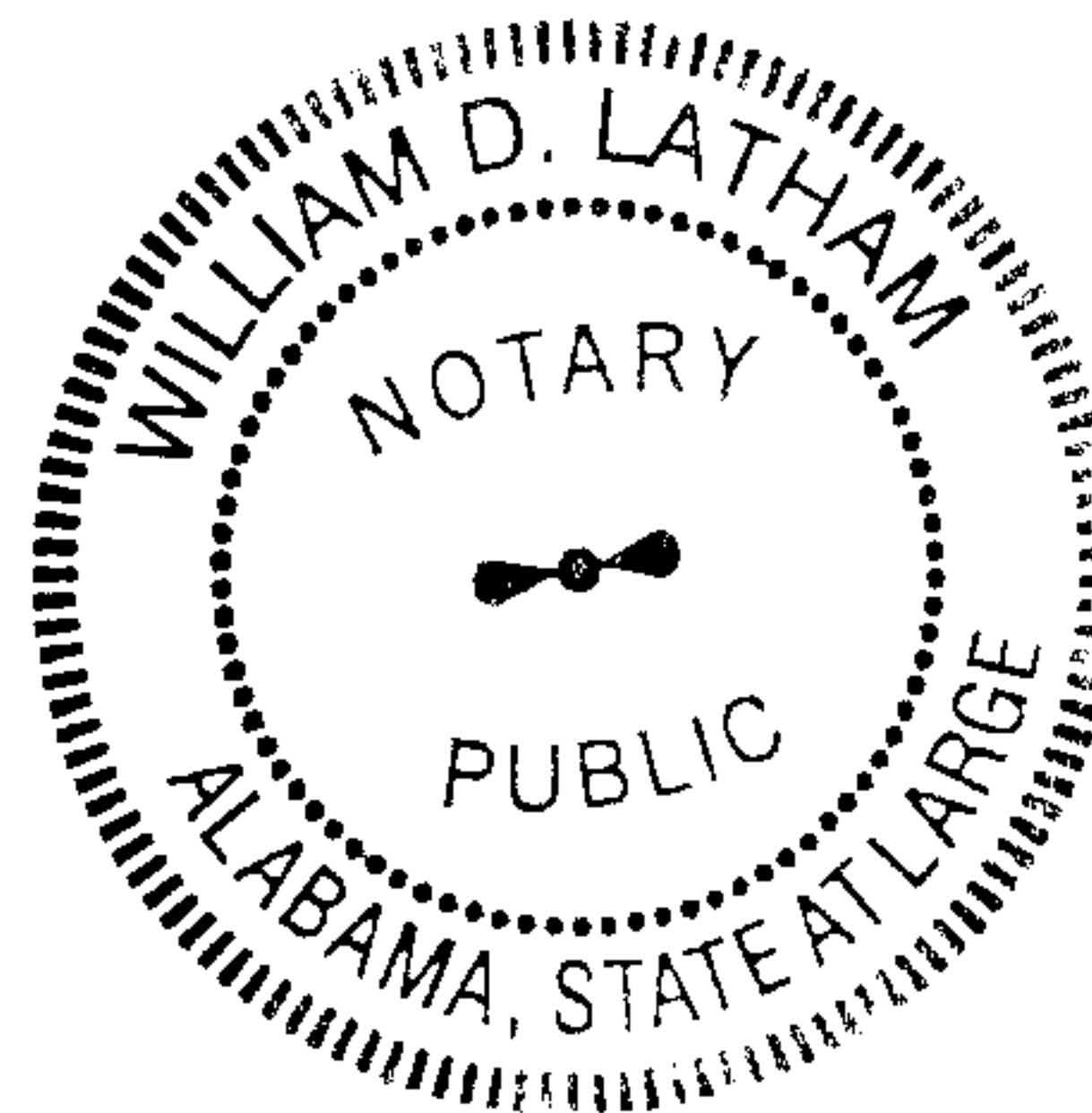


Exhibit "A"

A parcel of land located in the Northeast 1/4 of the Southwest 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama more particularly described as follows; Commence at the Southeast corner of said 1/4- 1/4 Section; thence in a Northerly direction along the East line of said 1/4- 1/4 Section, a distance of 360 feet, more or less, to a point on the Northeast bank of Buck Creek; thence in a Northwesterly direction, along the Northeast bank of Buck Creek, a distance of 595 feet, more or less, to the point of beginning , thence in a Northeasterly direction, 410 feet Northwest of and parallel to the Northwest right of way line of Parker Drive, a distance of 300 feet, more or less, thence 90 degrees left, in a Northwesterly direction a distance of 100.0 feet; thence 90 degrees left in a Southwesterly direction, a distance of 296 feet, more or less, to a point on the Northeast bank of Buck Creek, thence in a Southeasterly direction along the Northeast bank of Buck Creek a distance of 103 feet, more or less, to the point of beginning. Said parcel contains 0.69 acres more or less.