STATE OF ALABAMA

SHELBY COUNTY

This instrument prep: —

BRITNELL, BRELAND & NOWLIN
P.O. Box 1149
Decatur, Alabama

631

KNOW ALL MEN BY THESE PRESENTS, THAT:

BILLY R. STEPHENS and wife, LINDA STEPHENS

(hereinafter called the Mortgagor), for and in consideration of their

indebtedness to COOK'S PEST CONTROL, INC.

(hereinafter called the Mortgagee) in the principal sum of Eighteen Thousand Seven Hundred Sixty-Two --($18,762.00) evidenced by promissory note of even date herewith made payable to the order of the Mortgagee and due and payable according to the terms of said note, the final maturity date of which indebtedness is the 13th day of August, 19 81 and for the purpose of more fully securing the payment of said indebtedness and of said note and of any and all renewals of said indebtedness and of any and all other indebtedness and demands which may be a proper charge against the Mortgagor and in favor of the Mortgagee, his heirs and assigns, at any time before the payment of the said indebtedness herein described, whether heretofore or hereafter incurred and whether becoming due before or after the maturity of the debt specifically mentioned in this mortgage, have this day bargained and sold, and do by these presents grant, bargain, sell and convey unto the said Morgagee, his heirs and assigns, the following described property located in Shelby County, which County is hereinafter referred to as "said County," in the State of Alabama, to-wit:

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Lot 18, according to Scottsdale, as recorded in Map Book 6, Page 101, in the Office of the Judge of Probate of Shelby County, Alabama.

BRITNELL, BRELAND & NOWLIN
ATTORNEYS AT LAW
105 SECOND AVENUE SE
DECATUR, ALABAMA
35602

TO HAVE AND TO HOLD unto the Mortgagee, his heirs and assigns, together with all and singular, the tenements, hereditaments, improvements and appurtenances thereunto belonging or in anywise appertaining.

And the Mortgagor hereby covents and agrees that he is seized of an indefeasible and fee simple title in and to the aforegranted property; that he has a good and lawful right to mortgage and convey the same; that said property is free from all encumbrances except

First Mortgage in favor of Engle Mortgage Company, Inc., as recorded in Volume 365, Page 459; and assigned to The First National Bank of Birmingham by instrument recorded in Misc. Volume 20, Page 502, in the Office of the Judge of Probate of Shelby County, Alabama.

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and that he, the Mortgagor, will forever defend the title thereto against the lawful claims and demands of any and all persons whomsoever.

The Mortgagor covenants and agrees to pay all taxes and improvement assessments levied or assessed against the property hereinabove described before the same become delinquent, and further agrees to keep the improvements on said property maintained in a reasonable state of repair and not to allow or commit waste thereon. The Mortgagor further agrees to keep the improvements on the above described property insured in some solvent insurance company in the sum of $18,762.00 against loss by fire and windstorm, with loss clause in said policy payable to the Mortgagee, his heirs and assigns, as his interest may appear in the property; and the Mortgagor further agrees to deliver said policy, and all renewals thereof, together with receipts evidencing payment of the premium thereon to the Mortgagee. The Mortgagor further covenants and agrees that he will not sell or convey the hereinabove described property or his interest therein without the written consent of the Mortgagee, his heirs and assigns.

Should the Mortgagor fail to insure said property or pay all taxes and assessments levied against the same, as is hereinabove set out, the Mortgagee, his heirs and assigns, may insure said property and pay any unpaid taxes or assessments thereagainst and any such expenditures shall constitute a part of the mortgage debt, and become immediately due and payable at the option of the Mortgagee, his heirs or assigns.

Provided always that these presents are upon the express condition that if the Mortgagor pays the said indebtedness hereby secured, with the interest thereon, as and when the same becomes due and payable, and performs and keeps all the covenants and agreements herein contained, then this conveyance shall be null and void.

But if default is made in the payment of said indebtedness, or of the interest thereon, as and when the same becomes due and payable, and such default continues for thirty (30) days, or if the Mortgagor fails to keep and perform any covenant or agreement therein contained, then, in any or either such event, the Mortgagee, his heirs and assigns, may declare the entire indebtedness secured hereby, then remaining unpaid, to be and become immediately due and payable, the promissory note to the contrary notwithstanding, may take possession of the above described property at his option and may sell the same at public auction to the highest and best bidder for cash in front of the Courthouse in said County, after having given notice of the time, terms and place of sale by publication of notice thereof once a week for three consecutive weeks in some newspaper of general circulation published in said County, and devote the proceeds of said sale to all costs and expenses thereof, including a reasonable attorney's fee, which is hereby agreed to be paid, to the amount that may be due upon the indebtedness secured hereby, both principal and interest, and the balance, if any, shall be paid to the Mortgagor

The Mortgagor further agrees that at any sale made under the powers herein contained or by proceedings in a court of competent jurisdiction, the Mortgagee, his heirs and assigns, shall have the right to purchase said property the same as if he were a stranger to this conveyance, and that in the event of any sale the auctioneer or person conducting the sale is authorized to make and execute a deed to the purchaser in the Mortgagor's name. The Mortgagor agrees to pay a reasonable attorney's fee incurred by the Mortgagee, his heirs or assigns, in any proceeding or suit involving the above described property and in which the mortgagee, his heirs or assigns, are parties, including without limiting the generality hereof, any suit to foreclose in equity and to redeem.

Wherever used in this instrument and the acknowledgements hereto the singular number shall include the plural, the plural the singular number, the word "heirs" shall include "successors" and the use of any gender shall include all genders, masculine, feminine and neuter.

IN WITNESS WHEREOF, this mortgage has been executed on this 13th day of February, 1981.

_______________ (SEAL) Billy R. Stephens _______________ (SEAL)
Billy R. Stephens

_______________ (SEAL) Linda Stephens _______________ (SEAL)
Linda Stephens

STATE OF ALABAMA
COUNTY OF MORGAN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Billy R. Stephens and wife, Linda Stephens whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date 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 13th day of February, 1981.

NOTARY PUBLIC

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1981 FEB 20 AM 8:18
JUDGE OF PROBATE

Mtg TAX 28.20
Rec 4.50
Ind 1.00
33.70

STATE OF ALABAMA
COUNTY OF

I, ______, a Notary Public in and for said County in said State, hereby certify that ______ whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date 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 ______ day of ______, 19___

NOTARY PUBLIC

STATE OF ALABAMA
COUNTY OF

I, ______, a Notary Public in and for said County in said State, hereby certify that ______ whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date 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 ______ day of ______, 19___

NOTARY PUBLIC