

STATE OF ALABAMA )  
JEFFERSON COUNTY )

REAL ESTATE MORTGAGE

Know All Men by These Presents, that whereas the undersigned ST. CHARLES PLACE, an Alabama General Partnership by and through its managing general partner, WEATHERLY ENTERPRISES, INC. by Steven E. Chambers, its president, (hereinafter known as "Mortgagor") who is justly indebted to HELEN CROW MILLS and HELEN J. CROW (hereinafter known as "Mortgagee") in the sum of SIXTEEN THOUSAND (\$16,000.00) evidenced by its promissory note in the same amount and dated the same day of this mortgage and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due, or before if desired to be paid off early.

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, mortgagors do, or does, hereby grant, bargain, sell and convey unto the said mortgagee, the following described real property situated in Shelby County, Alabama, to wit:

Lot 11 in Block 3, according to survey of Shelena Estates as recorded in Map Book 5 page 25 in the Probate office of Shelby County, Alabama.

This mortgage is not assumeable except with the written consent of the mortgagee.

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 keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, 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, 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 should said indebtedness 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, 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 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, 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

*Mark Tiffin*

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SHELBY COUNTY JUDGE OF PROBATE  
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Inst # 1993-24085

may have been expended, or that it may be necessary then to expended 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 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 said 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 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.

The Mortgagor will provide proof to the Mortgagee by December 31 of each year that taxes and insurance in the amount of the principal balance have been paid.

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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 4th day of August 1993.

Inst. # 1993-24085



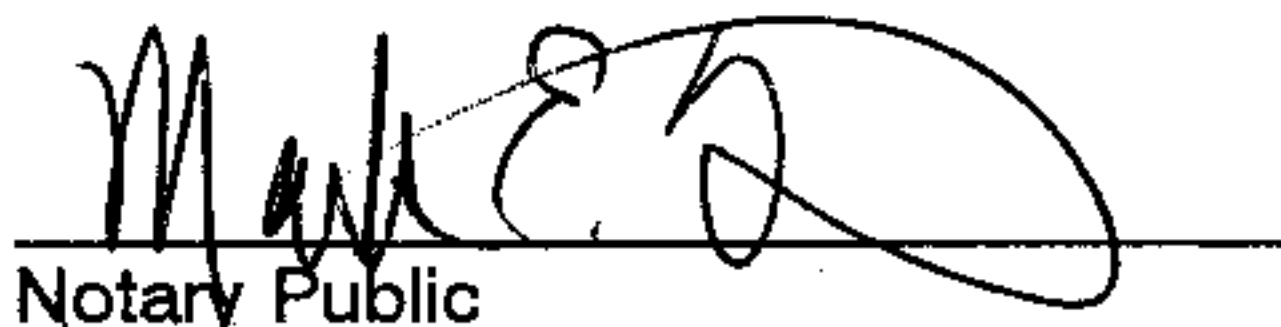
by: STEVEN E. CHAMBERS as president of Weatherly Enterprises, Inc.  
the Managing General partner of ST. CHARLES PLACE,  
an Alabama General Partnership

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10:57 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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State of Alabama)  
Jefferson County)

On this 4th day of AUGUST 1993, I, the undersigned, a Notary Public in and for said state and county hereby certify that STEVEN E. CHAMBERS, as president of WEATHERLY ENTERPRISES, INC. the managing general partner of St. Charles Place whose name is signed to the foregoing conveyance and who is known to me, and is duly authorized as president of Weatherly Enterprises, Inc, to sign this instrument for and as the act of the corporation and the partnership, acknowledged before me that, being informed of the contents of the conveyance, he executed the same voluntarily as the act of the corporation and the general partnership on the day the same bears date.

Given under my hand and seal of office this the 4th day of August 1993.

  
Notary Public

My commission expires 7-23-1997.

Prepared by: Mark Tippins 14 Office Park Circle #105 Blrmingham, Al. 35223.