

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**THIS INSTRUMENT PREPARED BY:**

James J. Odom, Jr.  
P.O. Box 11244  
Birmingham, Alabama 35202

**MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS, THAT**

**WHEREAS**, the undersigned Donald B. Freeman, a married man, and Mark O. Amdall, a married man, are justly indebted to Ellie Glasscox, Bobbie Glasscox, Tommy Lee, Jackie Lee, David Cottrell and Patsy Cottrell in the sum of One Hundred Eighty-five Thousand and No/100 DOLLARS (\$185,000.00 ) (the "Indebtedness") evidenced by a promissory note of even date, and

**WHEREAS**, it is desired by the undersigned to secure the prompt payment of the Indebtedness with interest.

**NOW, THEREFORE**, in consideration of the Indebtedness, and to secure the prompt payment thereof at maturity, the undersigned, Donald B. Freeman, a married man, and Mark O. Amdall, a married man, do hereby grant, bargain, sell and convey unto the said Ellie Glasscox, Bobbie Glasscox, Tommy Lee, Jackie Lee, David Cottrell and Patsy Cottrell (hereinafter called Mortgagee) the following described real property (the "Property") situated in Shelby County, Alabama, to-wit:

A parcel of land situated in the NW 1/4 of the SE 1/4 of Section 12, Township 20 South, Range 3 West and being more particularly described as follows: Commence at the SW corner of NW 1/4 of SE 1/4 Section 12, Township 20 South, Range 3 West Old Iron Pipe; thence North 89 deg. 53 min. 05 sec. East a distance of 40.02 feet to the Point of Beginning; thence North 0 deg. 06 min. 55 sec. East a distance of 20.00 feet; thence North 89 deg. 53 min. 05 sec. West a distance of 40.02 feet; thence North 89 deg. 56 min. 47 sec. West a distance of 189.47 feet; thence North 83 deg. 42 min. 51 sec. West a distance of 63.40 feet to easterly Right-of-way of U. S. Highway 31 (100 foot right of way); thence North 25 deg. 49 min. 04 sec. East and along said right of way a distance of 259.26 feet; thence leaving said right of way on a bearing of South 64 deg. 10 min. 56 sec. East a distance of 600 feet; thence North 89 deg. 53 min. 05 sec. West at a distance of 360.55 feet to the Point of Beginning; being situated in Shelby County, Alabama.

**SUBJECT TO:** (1) Current taxes; (2) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 101, Page 514; Deed 238, Page 593; and Deed 170, Page 264, in said Probate Office; (3) Right(s)-of-Way granted to Shelby County by instrument(s) recorded in Deed 82, Pages 367 and 369; Deed 102, Page 515, and Deed 240, Page 125, in Probate Office; (4) Right(s)-of-way granted to State of Alabama by instrument recorded in Deed 163, Page 405, in Probate Office; (5) Less any portion of subject property lying within Highway right-of-way as shown on survey of Robert Farmer dated August 5, 1993.

The proceeds of this loan have been applied toward the purchase price of the property described above conveyed to mortgagors simultaneously herewith.

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SHELBY COUNTY JUDGE OF PROBATE  
004 KCD 297.50

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This property is warranted free from all encumbrances and against any adverse claims.

**TO HAVE AND TO HOLD** the above granted premises unto the Mortgagee forever; and for the purpose of further securing the payment of the 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 taxes or assessments, the Mortgagee has the option of paying off them; and to further secure the Indebtedness, the undersigned agrees to keep the improvements on the 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 the Mortgagee, as the interest of the Mortgagee may appear, and promptly to deliver the policies, or any renewals of the policies, to the Mortgagee; and if undersigned fail to keep the Property insured as above specified, or fail to deliver the insurance policies to the Mortgagee then the Mortgagee has the option of insuring the Property for the reasonable insurable value for the benefit of the Mortgagee, the policy, if collected, to be credited on the Indebtedness, less cost of collecting same; all amounts so expended by the Mortgagee for taxes, assessments or insurance, shall become a debt to the Mortgagee, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from the date of payment by the Mortgagee, and be at once due and payable.

Upon condition, however, that if the Mortgagor pays the Indebtedness, and reimburses the Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, 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 Mortgagee, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagee in the Property become endangered by reason of the enforcement of any prior lien or encumbrance 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, then in any one of said events, the whole of the Indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by

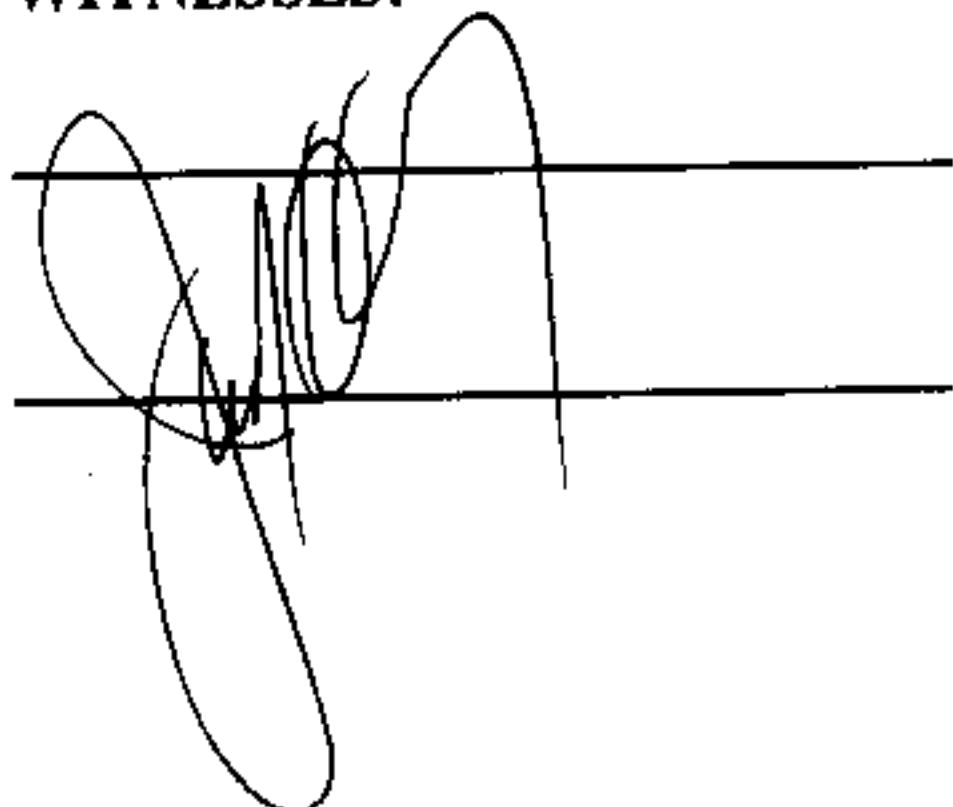
law in case of past due mortgages, and the Mortgagee shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving twenty-one days' notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in Shelby County, Alabama, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in Shelby County, 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 be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Indebtedness in full, whether or not it shall have fully matured, at the date of the sale, but no interest shall be collected beyond the day of sale; and fourth, the remainder, if any, to be turned over to the Mortgagor; and the undersigned, further agree that the 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 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.



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

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

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on this the 31st day of August, 1993.

**WITNESSES:**



  
Donald B. Freeman  
  
Mark O. Amdall

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald B. Freeman, a married man, and Mark O. Amdall, a married man, whose names are signed to the foregoing conveyance and who are 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 official seal this 31st day of August, 1993.

  
\_\_\_\_\_  
Notary Public

My commission expires: 25 May 95

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