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-THIS INSTRUMENT PREPARED BY:

Name: James F. Burford, III  
Address: 100 Vestavia Office Park, Suite 200-A  
Birmingham, Alabama 35216

MORTGAGE

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned DOUG JOSEPH, a married man, and GEORGE DREHER, a married man  
are justly indebted to CAROL SUE WILLOUGHBY and WILLIS WARD HOLLINGSWORTH, III in the sum of Fifty Thousand and  
No/100 Dollars (\$ 50,000.00 ) evidenced by promissory note bearing even date  
herewith

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the  
undersigned, DOUG JOSEPH, a married man, and GEORGE DREHER, a married man do, or does, hereby grant, bargain, sell and convey unto  
the said CAROL SUE WILLOUGHBY and WILLIS WARD HOLLINGSWORTH, III (hereinafter called Mortgagee) the following described real  
property situated in Shelby County, Alabama, to-wit:

PARCEL I:

The NW 1/4 of the Southwest 1/4 and all property located South of the centerline of Crenshaw Swamp Road located in the  
Southwest 1/4 of the Northwest 1/4; all in Section 24, Township 20, Range 1 West, Shelby County, Alabama.

PARCEL II:

Begin at the Southwest corner of the SW 1/4 of the NW 1/4 of Section 30, Township 20 South, Range 1 East; thence run  
East along the Southline of said 1/4 1/4 260.09 feet to the point of beginning; thence proceed along the previous course  
261.09 feet; thence turn left 92 deg. 06 min. Northerly 666.66 feet; thence turn left 87 deg. 58 min. Westerly 260.98  
feet; thence turn left 92 deg. 02 min. Southerly 666.409 feet to the point of beginning; being situated in Shelby  
County, Alabama.

The property conveyed herein is not the homestead of either one of the Mortgagors.

This is a purchase money mortgage.

Said property is warranted free from all incumbrances and against any adverse claims.

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 pay all taxes, or assessments, when legally imposed upon said premises, and  
should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure 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 may appear, and promptly to deliver said policies, or any renewals 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 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 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 said Mortgagee, 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 in said property become  
endangered by reason of the enforcement of any prior lien or incumbrance 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 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 Courthouse 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 may have been  
expended, or that it may 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 Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable  
attorney's fee to said 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 person, or to the persons,  
or to the corporation named as grantee or grantees in the granting clause herein.

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, if a corporation.

01/05/1994-00265  
01:44 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MJS 96.00

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IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 30 day of DECEMBER, 1993.

CAUTION: YOU MUST THOROUGHLY READ THIS CONTRACT BEFORE SIGNING IT.

Doug Joseph  
Doug Joseph  
George Dreher  
George Dreher

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

General Acknowledgment

I, the undersigned, DAVID F. BURGESS JR., a Notary Public in and for said County in said State, hereby certify that DOUG JOSEPH, a married man, and GEORGE DREHER, 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 30 day of DEC, 1993.

JFM  
Notary Public  
My Commission Expires: 3-1-94

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Corporate Acknowledgment

I, the undersigned, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ President of \_\_\_\_\_, a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Inst # 1994-00265

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