

This instrument was prepared by:  
John N. Randolph  
Sirote & Permutt P.C.  
2222 Arlington Avenue  
Birmingham, Alabama 35205

Inst # 1994-37647  
12/29/1994-37647  
MORTGAGE CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002, SNA 221.00

State of Alabama

KNOW ALL MEN BY THESE PRESENTS:

County of Jefferson

That Whereas, Nell Lee, unmarried, (hereinafter called "Mortgagor")  
are justly indebted, to

Garry Neal Drummond, Sr. (hereinafter called "Mortgagee"),

in the sum of One Hundred Forty Thousand and no/100's Dollars  
(\$140,000.00), evidenced by Promissory Note executed herewith which  
provides, among other things, that the transfer of the real estate  
described below without the express written consent of the  
mortgagee shall constitute a default in the terms of this Mortgage.

And Whereas, Mortgagor agreed, 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,  
and wife,

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, State of Alabama, to-wit:

Lot 2-A, according to the Survey of Stone Brook, First Sector, as  
recorded in Map Book 13, page 135, in the Probate Office of Shelby  
County, Alabama.

Said property is warranted free from all encumbrances and against  
any adverse claims, except as stated above.

To Have and To Hold the above granted property unto the said  
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 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 delivery said policies, or any renewal  
of said policies to said Mortgagee; and if undersigned fails to  
keep said property insured as above specified, or fails 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  
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 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, or assigns, 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 sum  
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 reasons 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 twenty-one 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 en masse as Mortgagee, agents or assigns, deem best, in front of the Court House door of said County, (or the division there) 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 therefor; and undersigned further agree to pay a reasonable attorney 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, Nell Lee, unmarried, have hereunto set her signatures and seal, this 19 day of December, 1994.

X Nell Lee  
Nell Lee

THE STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Nell Lee, unmarried, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19 day of December, 1994.

[Signature]  
Notary Public

**AFFIX SEAL**

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10:09 AM CERTIFIED  
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