

This instrument was prepared by

(Name) Courtney Mason & Assoc. PC

P O BOX 360187

(Address) Birmingham, AL 35236-0187

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

C O R R E C T I V E

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Gregory N. Johnson, a married man

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Phillip J. Lusco and Virginia Lusco

(hereinafter called "Mortgagee", whether one or more), in the sum of Two Hundred Fifty Thousand and no/100ths-----Dollars (\$ 250,000.00 ), evidenced by a note of even date.

Inst # 1995-20250

07/31/1995-20250  
10:20 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 14.50

And Whereas, Mortgagors 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 Mortgagors, Gregory N. Johnson

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:

See legal description attached as Exhibit "A"

Mortgagors agree to provide Mortgagee with an insurance policy naming Mortgagee as Loss Payee on or before June 1st of each year. Said insurance policy shall be paid a year in advance. Failure to comply with either or both of the above, shall constitute a default under the terms of this mortgage. Mortgagors also agree to provide Mortgagee with a copy of a paid receipt of the property taxes every year prior to December 15.

This mortgage obligation cannot be assumed without the prior approval by the mortgage holder. Said approval must be obtained in writing prior to the assumption of this mortgage. If the property which is the subject of this mortgage and note executed simultaneously herewith is transferred without the mortgage holder's prior approval as specified above, the mortgagee has the option to declare the entire balance of the indebtedness due and payable. THE MORTGAGEE MAY CHOOSE NOT TO ALLOW THIS LOAN TO BE ASSUMED.

The proceeds of this loan have been applied on the purchase of the herein described property.

This mortgage is subject to a prepayment penalty as stated in the note if prepaid in the first ten years.

THIS MORTGAGE IS BEING RECORDED AS CORRECTIVE TO CORRECT THAT CERTAIN MORTGAGE RECORDED IN INSTRUMENT #1995-15723 TO CORRECT THE LEGAL DESCRIPTION TO THE LEGAL DESCRIPTION IN EXHIBIT "A" ATTACHED HERETO WHICH IS THE SAME DESCRIPTION AS EXHIBIT "A" IN THE ORIGINAL RECORDED MORTGAGE. THE LEGAL DESCRIPTION TYPED IN THE BODY OF THE ORIGINAL RECORDED MORTGAGE IS NOT THE CORRECT LEGAL DESCRIPTION.

Said property is warranted free from all incumbrances 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 deliver said policies, or any renewal 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 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 Mortgagees 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 reason of the enforcement of any prior lien or incumbrance 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 thereof) 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 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 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's 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

have hereunto set my signature and seal, this 26th day of July, 19 95  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

THE STATE of Alabama }  
Shelby COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that Gregory N. Johnson, a married man  
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 he executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal this 26th day of July, 19 95  
Notary Public.

THE STATE of \_\_\_\_\_ }  
COUNTY }

I, a Notary Public in and for said County, in said State,  
hereby certify that  
whose name as \_\_\_\_\_ 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 such 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 the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
Notary Public

Return to:

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA  
317 NORTH 20th STREET  
BIRMINGHAM, ALABAMA 35203

9.1.4

EXHIBIT "A"

A parcel of land containing 1.21 Acres, more or less, located in the Southwest Quarter of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; more particularly described as follows:

Commence at the Southwest corner of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; thence run Easterly along the Section line a distance of 1336.32 feet; thence left Northwesternly  $107^{\circ}03'29''$  a distance of 1133.69 feet to the Point of Beginning; thence continue Northwesternly along the same course a distance of 155.07 feet; thence left Westerly  $73^{\circ}07'22''$  a distance of 353.39 feet to the Easterly Right-of-Way of U.S. Highway No. 31; thence left Southeasterly  $104^{\circ}56'55''$  a distance of 152.56 feet along said Easterly Right-of-Way; thence left Easterly  $74^{\circ}53'45''$  a distance of 359.05 feet to the Point of Beginning.

Inst # 1995-20250

07/31/1995-20250  
10:20 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 14.50