

THIS INSTRUMENT PREPARED BY:
WEATHINGTON & ASSOCIATES, P.C.
819 Parkway Drive, S.E.
Leeds, Alabama 35094

MORTGAGE

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That Whereas, Falletta Properties, Inc., an Alabama corporation, (hereinafter called "Mortgagors" whether one or more) are justly indebted to ROBERT EDWARD O'NEAL (hereinafter called "Mortgagee" whether one or more), in the principal sum of Seventeen Thousand and No/100 Dollars (\$17,000.00), evidenced by one promissory note of even date, payable in 25 equal, consecutive monthly installments of Six Hundred Eighty and No/100 Dollars (\$680.00), commencing November 1, 1995 and on the 1st day of each month thereafter until the principal is fully paid, except that the final payment of principal, if not sooner paid, shall be due and payable on the 1st day of November 1, 1997.

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 Mortgagor, Falletta Properties, Inc., 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:

A parcel of land in the NW1/4 of the SE1/4 of Section 14, Township 21 South, Range 1 East, Shelby County, Alabama, described as follows: Commence at the NW corner of the NW1/4 of the SE1/4 of Section 14, Township 21, Range 1 East; thence southerly and along the West line of same for a distance of 41.05 feet to the point of beginning of the property described herein; thence continue along the last named course for a distance of 421.18 feet; thence run East for a distance of 214.64 feet; thence North 10 deg. 45' West for a distance of 278.60 feet; thence North 33 deg. 08' West for a distance of 224.80 feet to a point on the North line of said 1/4 1/4; thence South 44 deg. 15' West for a distance of 57.00 feet to the point of beginning.

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 the premises, and should

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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 of 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 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 sums 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 the 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 County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Courthouse 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.

If all or any part of the property or any interest in it is sold or transferred without Mortgagee's prior written consent, Mortgagee may, at her option, require immediate payment in full of all sums secured by this security instrument. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal laws as of the date of this security instrument.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this security instrument. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this security instrument without further notice or demand on Mortgagor.

IN WITNESS WHEREOF, the undersigned, Jack H. Falletta as President of Falletta Properties, Inc., has hereunto set his signature(s), and seal(s) on behalf of said corporation this 3 day of October, 1995.

FALLETTA PROPERTIES, INC.

By: Jack H. Falletta

Jack H. Falletta, President

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jack H. Falletta, whose name(s) as President of Falletta Properties, Inc. 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 on the day the same bears date.

Given under my hand and official seal this 3 day of October, 1995.

Sonya K. Hennes
Notary Public

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