

MORTGAGE

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS:

THIS MORTGAGE, is made and entered into as of the 28th day of July, 1995, by and between the undersigned, DAVID SPLAWN and wife, BLAKELEY S. SPLAWN (hereinafter referred to as "Mortgagor", whether one or more) and JOAN L. SPLAWN (hereinafter referred to as "Mortgagee"); to secure the payment of Twenty Thousand Dollars (\$20,000.00), evidenced by a Promissory Note of even date herewith and payable according to the terms of said Note.

NOW, THEREFORE, in consideration of the premises, the Mortgagor, and all others executing this Mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate situated in Jefferson County, State of Alabama to-wit:

Lot 15, according to the Map and Survey of Meadow Brook Eleventh Sector, as recorded in Map Book 9, Page 6 A & B, in the Probate Office of Shelby County, Alabama.

Subject to all easements, restrictions and right of ways of record.

This mortgage is second and subordinate to that certain mortgage heretofore executed to SouthTrust Mortgage Corporation in the Probate Office of Shelby County, Alabama.

Together with all and singular the rights, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD FOREVER, unto the said Mortgagee, Mortgagee's heirs and assigns.

This mortgage and lien shall secure not only the principal amount hereof, but all future and subsequent advances to or on behalf of the Mortgagor, or any other indebtedness due from Mortgagor to Mortgagee, whether directly or acquired by

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5263 Harvest Ridge Lane
Bham, AL 35242

assignment, and the real estate herein described shall be security for such debts to the total extent even in excess thereof of the principal amount hereof.

The above-described property is warranted free from all encumbrances and against adverse claims, except as stated herein.

If the Mortgagor shall sell, encumber or otherwise transfer the mortgaged property or any part thereof or any interest therein without the prior written consent of the Mortgagee, the Mortgagee shall be authorized to declare at Mortgagee's option all or any part of such indebtedness immediately due and payable.

For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the real estate, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay off the same; and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the real estate insured against loss of 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 Mortgagee as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if the undersigned fails to keep the property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or Mortgagee's assigns, may at Mortgagee's option insure the real estate for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness, less cost of collecting same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee or Mortgagee's assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the same interest rate as the indebtedness secured hereby from date of payment by Mortgagee or Mortgagee's assigns and be at one due and payable.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgagee or Mortgagee's assigns for any amounts Mortgagee may have expended, then his conveyance shall be null and void; but should default be made in the payment of any sum expended by the Mortgagee or Mortgagee's assigns, or should the

indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgagee or Mortgagee's assigns in the real estate become endangered by reason of the enforcement or any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of the indebtedness hereby secured, at the option of Mortgagee or Mortgagee's assigns, 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, Mortgagee's agents or assigns shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving notice of the time, place and terms of sale, by publication once a week for three consecutive weeks, in some newspaper published in the County and State, sell the same in lots or parcels or en masse as Mortgagee, Mortgagee's agents or assigns deem best, in front of the Court House door of the County (or the division thereof), where the real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including such attorney's fees as are allowed by law; 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 the other encumbrances, with interest thereon; Third, to the payment of the 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 Mortgagor. Undersigned further agrees that Mortgagee, Mortgagee's agents or assigns may bid at said sale and purchase the real estate, if the highest bidder therefor. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

IN WITNESS WHEREOF, the undersigned have executed this Mortgage as of the date first above written.

 (SEAL)
DAVID SPLAWN

 (SEAL)
BLAKELEY S. SPLAWN

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DAVID SPLAWN and wife, BLAKELEY S. SPLAWN, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of said instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 28th day of July, 1995.

Virginia B. Vinson
Notary Public

My Commission Expires: May 16, 1999

PROMISSORY NOTE

Principal Amount:
\$20,000.00

Birmingham, Alabama
July 28, 1995

FOR VALUE RECEIVED, the undersigned, DAVID SPLAWN and wife BLAKELEY S. SPLAWN, promises to pay to the order of JOAN L. SPLAWN, the principal sum of Twenty Thousand and no/100 Dollars (\$20,000.00). Payments will be due in monthly installments of \$200.00 until paid in full.

The principal amount set forth hereinabove shall bear interest annually at 7%.

This Note may be prepaid, in whole or in part, at any time without penalty.

This Note is secured by a mortgage of even date herewith executed by the Makers in favor of the Payee (the "Mortgage"), and shall be construed and enforced according to the laws of the State of Alabama.

In the event the Undersigned default in the payment of any installment under this Note, or in any other terms, obligations or conditions hereof, or in the event of default of the Undersigned under the terms, obligation or conditions of the Mortgage, or in the event of the Undersigned default in the event of the insolvency of, general assignment by, judgement against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for the Undersigned, or in the event of the issuance of writs of garnishment or attachment in a suit against any of the assets of the Undersigned, that at the option of the Holder of this Note, the entire outstanding balance under this Note, and any other obligations of the Undersigned to the Holder shall be accelerated and be immediately due and payable. The failure to exercise this option by the Undersigned shall not constitute a waiver of the right to exercise the same in the even of any subsequent default. Time is of the essence of this Note.

The Undersigned hereby waive to the extent allowed by law as to this debt or any renewal thereof, all personal property rights of exemption under the constitution and laws of Alabama, or of any other state, on connection with or related to the collection of the indebtedness created herein, whether by garnishment, levy, attachment or any other process of law. The Undersigned agree to pay all costs of collecting or securing or attempting to collect or secure, the Note, including a reasonable attorney's fee, whether the same be collected or secured by any attorney consulted with reference to suit or otherwise. The Undersigned further waive demand, presentment, protest, suit and all other requirements necessary to hold him liable.

IN WITNESS WHEREOF, said DAVID SPLAWN and wife BLAKELEY S. SPLAWN,
have hereunto set their hand and seal on this 28th day of July, 1995.

David Splawn (SEAL)
DAVID SPLAWN

Blakeley S. Splawn (SEAL)
BLAKELEY S. SPLAWN

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