This instrument was prepared by

Harrison, Conwill, Harrison & Justice
P. O. Box 557
Columbiana, Alabama 35051

MORTGAGE—

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Daniel Burk and Andrea Burk,

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Graham N. Webster and Ruby T. Webster,

(hereinafter called "Mortgagee", whether one or more), in the sum of Thirty-One Thousand and no/100 Dollars ($ 31,000.00), evidenced by a promissory note executed simultaneously herewith.

Inst # 1996-27483

08/22/1996-27483
04:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SNA 58.50

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,

Daniel Burk and Andrea Burk

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 8, according to the map of a resubdivision of Lots 1 & 4 South Cove, 3rd Sector, recorded in Map Book 21, page 70, in the Probate Office of Shelby County, Alabama.

Subject to the following:

1. Restrictions and conditions on recorded plat.
2. Restrictive covenants recorded in Real Book 267, Page 890, amended restrictions recorded in Instrument No. 1994-31178 and Instrument No. 1996-24093 in the Probate Office of Shelby County, Alabama.
3. Shelby County Department of Planning & Development requires that as long as this subdivision remains private, the roads, structures and drainage shall be maintained by the property owners. It is therefore expressly made a condition of this conveyance that the Grantee shall contribute ratably with the other property owners in the subdivision to the cost of any materials and labor used in the repair and maintenance of South Cove Court, drainage facilities, and structures associated therewith as shown on the plat of said subdivision. This duty to repair and maintain shall continue until such time as, if, and when the subdivision becomes public.

This is a purchase money mortgage.

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

Form ALA-35

Webster / Davis Plaza

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 in subject to foreclosure as now provided by law in case of past due mortgages, and 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 Daniel Burk and Andrea Burk

have hereunto set / his/her/their signature(s) and seal, this 20th day of August, 1996

Daniel Burk (SEAL)

Andrea Burk (SEAL)

Andrea Burk (SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

Inst # 1996-27483

08/22/1996-27483
04:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SNA 58.50

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daniel Burk and Andrea Burk, whose name(s) / is/are signed to the foregoing conveyance, and who is/are known to me acknowledged before me on this day, that being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of August, 1996

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, 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

Recording Fee $

Deed Tax $

$

This form furnished by
HARRISON, CONWILL, HARRISON & JUSTICE
P. O. Box 557
Columbiana, Alabama 35051