

\$67,500.00

Gadsden, Alabama

Date: July 1, 1996

We, after date, without grace, Gregory Glenn Gurley, a single person, and Carolyn Snead, a married person agree to pay to the order of Miss Martha Originals, Inc., \$67,500.00, for value received, with 6.5% (six and one-half per cent) interest from July 1, 1996, until paid.

Payable at Glencoe, Alabama at \$ 455.76 per month beginning July 25, 1996.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety, or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit, and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension.

Carolyn Snead L.S.

Greg Gurley L.S.

Attest

Judith M. Ke  
Rudolph

MORTGAGE

11/08/1996-37165  
08:52 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
112.25  
002 MEL

THE STATE OF ALABAMA, COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: This mortgage, executed by Gregory Glenn Gurley, a single person, and Carolyn Snead, a married person, party of the first part to Miss Martha Originals, Inc., party of the second part in the sum of \$67,500.00 which is evidenced by promissory note of even date, and being desirous of securing the payment of the same and any other indebtedness, the party of the first part hereby grants, bargains, sells, and conveys to the party of the second part the following described real estate and personal property:

Lot D, Block 20, according to the Resurvey of Lots A, B, C, D, E, and F, Block 20, according to the Amended Map of Riverwood, Fourth Sector, as recorded in Map Book 9, page 39, in the Probate Office of Shelby County, Alabama, together with an undivided one-half of 1/106 interest in the common area set forth in Declaration recorded in Misc. Book 39, page 880.

Subject to existing easements, restrictions, building set-back lines, rights of way, limitations, if any of record.

all of said property being situated in Shelby County, State of Alabama.

To have and to hold to the party of the second part, his heirs, successors, and assigns, forever. The party of the first part covenants with the party of the second part that said property is free from incumbrance, and that they have a good right to convey the same; that this mortgage shall stand as security for the principal debt as above set out, and for any other debt due or advances received by the party of the first part from the party of the second part. And any payments made by the party of the first part shall be first applied to paying the indebtedness other than described in the note above described.

If default is made in the payment of said note, or in the payment of any other indebtedness owing by the party of the first part to the party of the second part, or if the party of the first part should abandon or sell or dispose of any of said property, or part with the possession of it, or if it becomes necessary to secure the collection of the above or any other debt due the party of the second part, the debt hereby secured shall become due and payable, and the party of the second part, its successors or assigns, by any agent it may select, is hereby authorized without process of law, to take possession of any or all of said property, and to sell the same or any part thereof for cash at public or private sale, without delay, or at public outcry for cash to the highest bidder in front of the Courthouse at Columbiana, Shelby County, Alabama, after advertising the same in a county newspaper for three consecutive weeks, and such sale may be made before taking possession of said property. And the party of the first part agrees to pay all the cost of taking possession of said property, of caring for or feeding the same, and the cost of making said sale, including a reasonable attorney's fee. The party of the second part may buy any of said property at such sale, and its agent, attorney, or auctioneer making the same is hereby authorized to make title to the purchaser. The party of the second part

is hereby authorized and empowered, in its own name, to sue for and recover any rents, advances, or money due party of the first part by any tenant in said County.

The proceeds of said sale shall be applied, first, to the payment of all expenses of seizing, caring for, and selling said property, including a reasonable attorney's fee; second, to the payment of the debt due the party of the second part, and the balance to be paid to the party of the first part.

Witness the following signatures and seals this 1st day of July, 1996.

Carolyn Snead (L.S.)

Greg Gurley (L.S.)

STATE OF ALABAMA)

COUNTY OF ETOWAH)

I the undersigned, a Notary Public in and for said County and State, hereby certify that Gregory Glenn Gurley, a single person, and Carolyn Snead, a married person, whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day that, being informed of the content of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of July, 1996.

[Signature]  
NOTARY PUBLIC  
My Commission expires 4/1/2000

Inst # 1996-37165

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