

STATE OF ALABAMA )  
SHELBY COUNTY )

### ASSIGNMENT OF MORTGAGE

\*For valuable consideration in hand paid in the amount of \$ 45,000.00, to the undersigned, Edward H. Lightsey, a married man, the receipt of which is hereby acknowledged, the undersigned does grant, bargain, sell, convey, and assign unto Larry N. Wheeler, a married man, and Elizabeth Wheeler, his wife, that certain mortgage executed by R. Larry Ford and wife, Jo Ann S. Ford, bearing the date of September 16, 1988 and recorded on September 19, 1988, in Book 204, Page 958 of the records of the office of Probate Judge of Shelby County Alabama, together with the debt thereby secured and the property herein described.

THE SE 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 31,  
TOWNSHIP 20, RANGE 1 EAST, SHELBY COUNTY, ALABAMA

(Copy of original mortgage attached as Exhibit "A")

(Said description includes the property in the survey  
attached as Exhibit "B")

In witness whereof, Edward H. Lightsey has executed this instrument on this the  
4 day of FEBRUARY, 1997.

Edward H. Lightsey  
Edward H. Lightsey

STATE OF ALABAMA )  
JEFFERSON COUNTY )  
Shelby

Before me, the undersigned Notary Public, in and for said county and in said state, hereby certify that Edward H. Lightsey has signed the foregoing instrument and who is known to me acknowledge before me on this day that being duly informed of the contents of the transfer he executed the same voluntarily. Given under my hand an official seal this  
4th day of February, 1997.

Jamie L. Brumer  
NOTARY PUBLIC  
Commission Expires: 4-17-97

Prepared by: William K. Bradford  
Barrister Hall  
2205 Morris Avenue  
Birmingham, AL 35203

Inst # 1997-03624

02/04/1997 09:37 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
16.00  
004 MEL

This instrument was prepared by

(Name) Wade H. Morton, Jr., Esquire

(Address) 113 South Main Street, Post Office Box 1227, Columbiana, Alabama 35051-1227

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

R. LARRY FORD and wife, JO ANN S. FORD,

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

EDWARD H. LIGHTSEY, a married man,

(hereinafter called "Mortgagee", whether one or more), in the sum of FIFTY THOUSAND NINE HUNDRED and No/100 ----- Dollars (\$50,900.00), evidenced by a promissory note of even date repayable according to the terms and at the rate of interest stated therein, with a final installment being due and payable on or before October 1, 2018.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof, and any extensions of renewals of the same or any portion thereof and also to secure any and all indebtedness or obligations, direct or contingent, now existing or hereafter owed or due by Mortgagors to Mortgagee or either of them.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

R. LARRY FORD and wife, JO ANN FORD,

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:

The SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 31, Township 20, Range 1 East, Shelby County, Alabama.

Subject only to the following liens, encumbrances, limitations and restrictions:

1. Transmission line permits to Alabama Power Company as shown by instruments recorded in Deed Book 131, at Page 491, and in Deed Book 142, at Page 292, in the Office of the Judge of Probate of Shelby County, Alabama.
2. Any part of the above described real property that may lie within a public road.

Privilege to prepay the indebtedness secured by this mortgage, in whole or in part, is reserved to the Mortgagors without penalty, accrued interest being due and payable only on the unpaid balance to the date of prepayment and thereafter interest shall be due and payable only on the unpaid principal balance.

This is a purchase money mortgage securing part of the purchase price for the above described real estate conveyed to Mortgagors by the Mortgagee simultaneously herewith.

It is understood and agreed, subject to the proviso stated in the next sentence, that in the event the Mortgagors herein sell, transfer or convey all of the real property described herein without full satisfaction and release of this mortgage, or convey any part of this real property without first obtaining a release of such part from the lien of this mortgage, then the entire outstanding debt secured by this mortgage shall become immediately due and payable and without notice to the Mortgagors, and in the event of nonpayment, Mortgagee may proceed to foreclose as herein provided. Provided, however, that Mortgagee will waive the non-assumability of the note secured by this mortgage, and will waive the "due on sale" provision of this mortgage, if Mortgagors propose to convey all of the real property described herein and if Mortgagee approves the proposed purchaser from Mortgagors, which approval will not be arbitrarily withheld and shall not be withheld if the then financial status of the proposed purchaser from Mortgagors is equal to or better than Mortgagors' financial status as of this date.

EXHIBIT A

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 incumbrances 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  
R. LARRY FORD and wife, JO ANN S. FORD,

have hereunto set their signatures and seal, this 16th day of September, 19 88.  
\_\_\_\_\_  
R. Larry Ford (SEAL)  
\_\_\_\_\_  
Jo Ann S. Ford (SEAL)

THE STATE of ALABAMA  
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that R. Larry Ford and wife, Jo Ann S. Ford,  
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 contents of the conveyance they executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal this 16th day of September, 19 88.  
\_\_\_\_\_  
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 FROM  
Lawyers Title Insurance Corporation  
Title Guaranty Division  
TITLE INSURANCE - ABSTRACTS  
Birmingham, Alabama



## Exhibit B