

STATE OF ALABAMA)
SHELBY COUNTY)

MORTGAGE DEED

KNOW ALL MEN BY THESE PRESENTS: That whereas, HARRISON S. HOLLAND, III AND WIFE, KYMOTHY C. HOLLAND, (hereinafter called "Mortgagor", whether one or more) is justly indebted to SHERMAN HOLLAND, JR., (hereinafter called "Mortgagee", whether one or more), in the principal sum of ONE HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED AND 00/100 (\$ 133,200.00) DOLLARS, evidenced by one real estate mortgage note bearing date of September 15, 1998, and payable according to the terms and conditions contained in said note.

And Whereas, Mortgagor 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, HARRISON S. HOLLAND, III AND WIFE, KYMOTHY C. HOLLAND, 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 281, according to the Survey of Chandalar South, Sixth Sector Addition, as recorded in Map Book 7, Page 50, in the Probate Office of Shelby County, Alabama; being situated in Shelby County.

Subject to: 1. Any reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to gas, oil, sand and gravel in, on or under the above described property. Nevertheless, the said minerals are conveyed to the extent owned, if owned. 2. General and special taxes or assessments for 1998 and subsequent years not yet due and payable. 3. Restrictions, covenants and conditions as set out in instrument recorded in Misc. Book 24, Page 890, in Probate Office. 4. Right-of-Way granted to Alabama Power Company by instrument recorded in Deed Book 312, Page 159, in Probate Office. 5. Easements to Alabama Power Company as shown by instruments recorded in Deed Book 179, Page 375 and Deed Book 234, Page 659, in Probate Office. 6. Agreement with Alabama Power Company as to underground cables recorded in Misc. Book 25, Page 742 and covenants pertaining thereto recorded in Misc. Book 25, Page 747, in Probate Office.

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 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 on the 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

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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 shall 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 the cost of collecting same; all amounts so expended by said mortgagee for taxes or assessments, 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 pay the indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, insurance or assessments, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by 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 encumbrance 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 first 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 mass 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 encumbrances, 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 the sale; and Fourth, the balance, if any, to be turned over to the mortgagor and the undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and the 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 HARRISON S. HOLLAND, III AND WIFE, KYMOTHY C. HOLLAND, have hereunto set their signatures and seals, this 9th day of September, 1998.


Harrison S. Holland, III (SEAL)

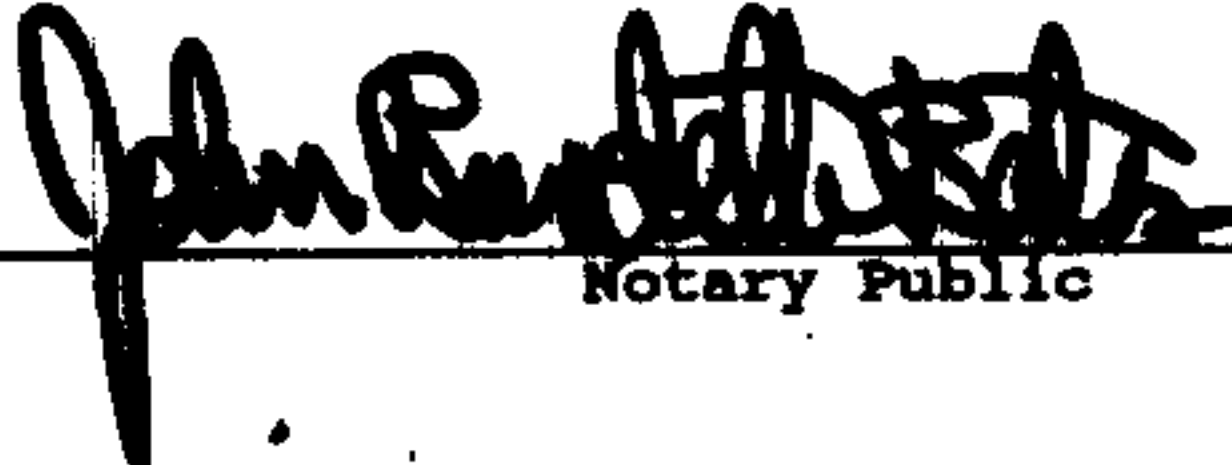

Kymothy C. Holland (SEAL)

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Harrison S. Holland, III and wife, Kymothy C. Holland, 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 9th day of September, 1998.

MY COMMISSION EXPIRES:

7/28/2002 
Notary Public

This instrument was prepared by:

John Burdette Bates, Attorney at Law
#10 Office Park Circle, Suite 122
Birmingham, Alabama 35223

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