

THIS INSTRUMENT PREPARED BY:  
**JAMES R. MONCUS, JR.**  
**ATTORNEY AT LAW**  
**1313 ALFORD AVENUE**  
**BIRMINGHAM AL 35226**

Inst # 1998-48933

**MORTGAGE** 12/09/1998-48933  
09:06 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CRH 171.50

STATE OF ALABAMA )

JEFFERSON COUNTY )

KNOW ALL MEN BY THESE PRESENTS; That WHEREAS,

**LESTER J. HARRIS AND WIFE, MONTINA HARRIS**

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

**JAMES N. CARROLL AND BETTY L. CARROLL**

(hereinafter called "Mortgagee" whether one or more), in the sum of **One Hundred Seven Thousand and no/100 Dollars (\$107,000.00)**, evidenced by a promissory note fully executed on even date herewith.

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 and all other 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 28, according to the Survey of Berryhill, 1st Sector, as recorded in Map Book 14, Page 43, in the Probate Office of Shelby County, Alabama.**

Subject to all easements, restrictions and rights of way of record, if any.

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

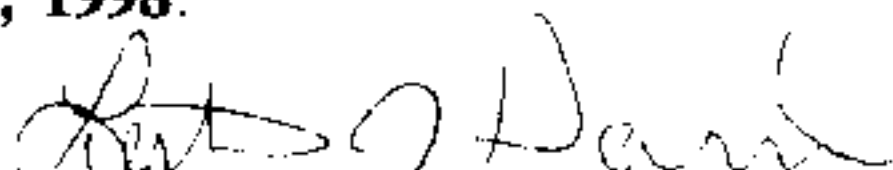

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and furnish mortgagee or mortgagee's designated agent the original paid receipt for property taxes on or before December 31st of each year until this mortgage is satisfied 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, if any, 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 interests 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, at the same rate of interest of the indebtedness hereby secured 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 sums 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 be subject to foreclosure as now provided by the 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 County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Courthouse 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 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.

This mortgage indebtedness is not assumable and shall immediately become due and payable upon the transfer or sale of subject property given to secure the payment of same.

IN WITNESS WHEREOF the undersigned Mortgagors have hereunto set their signatures and seals, this 2nd day of December, 1998.

  
LESTER J. HARRIS  
  
MONTINA HARRIS

09:06 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CRH 171.50

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Lester J. Harris and wife, Montina Harris**, 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 such instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of December, 1998.

  
NOTARY PUBLIC

My Commission Expires: 2/23/00