

This Instrument Was Prepared By:

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NO TITLE EXAMINATION MADE/LEGAL DESCRIPTION PROVIDED BY MORTGAGOR

MORTGAGE

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That Whereas,
CALVIN T. DANIEL, A MARRIED MAN

(hereinafter called "MORTGAGORS", whether one or more) are
justly indebted to
PHILLIP LUSCO

(hereinafter called "MORTGAGEE" Whether one or more) in the sum
of FORTY THOUSAND DOLLARS AND NO\100
DOLLARS

(\$40,000.00) evidenced by a Real Estate Mortgage Note of 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 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:

SEE EXHIBIT A FOR LEGAL, SAID REAL ESTATE IS NOT THE HOMESTEAD OF
THE GRANTOR OR HIS SPOUSE.

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Said property is warranted free from all incumbrances and against any adverse claims, except as stated above. **NONE**

Cont'd
PJL

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, MORTGAGORS agree 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 the undersigned MORTGAGORS 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 costs of collecting same, including attorney's fees; 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 MORTGAGORS pay said indebtedness, and reimburses said MORTGAGEE or assigns for any amounts MORTGAGEE 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 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 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 (21) 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 Courthouse door of said County (or the division thereof) where said property is located, at public outcry to the highest bidder for cash, 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 sale; and Fourth, the balance, if any, to be turned over to the said MORTGAGORS and the undersigned MORTGAGORS agree that the said MORTGAGEE, agents, or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned MORTGAGORS 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 MORTGAGORS,

have hereunto set their signature(s) and seal(s) this the 23 day of FEB, 1999.

Calvin T. Daniel (L.S.)

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

STATE OF Alabama)
COUNTY OF Shelby)

General Acknowledgment

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that CALVIN T. DANIEL 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 23rd day of FEB, 1999.

Joe Watson
NOTARY PUBLIC

Exhibit a
Daniel to Lusco

A tract of land situated in the SE 1/4 of the SW 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Begin at a point 208.71 feet West along the North line of said 1/4-1/4 Section from the Northeast corner thereof; thence West along said North line 459.51 feet to the Northeast corner of Blueberry Estates Subdivision; thence an angle left of 90 deg. 29 min. 53 sec. and run South along the East line thereof a distance of 98.31 feet; thence 79 deg. 45 min. 16 sec. left and run Southeast 363.48 feet; thence 115 deg. 20 min. 36 sec. right and run Southwest 296.62 feet; thence 74 deg. 55 min. 01 sec. and run Southeast 325.94 feet; thence 49 deg. 59 min. 23 sec. left and run East 276.60 feet to a point on the East line of said 1/4-1/4 Section; thence 90 deg. 41 min. left and run North along said line 445.09 feet to a point 208.71 feet South of the Northeast corner thereof; thence 89 deg. 30 min. 07 sec. left and run West and parallel to the North line of said 1/4-1/4 a distance of 208.71 feet; thence right 89 deg. 30 min. 07 sec. and run North 208.71 feet to the point of beginning.

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