

THE STATE OF ALABAMA  
Shelby County

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, Danna Homan, a single woman

is indebted

to ROBERTSON BANKING COMPANY, Demopolis, Ala.,

hereinafter, for convenience, called MORTGAGEE, in the principal sum of

One Hundred thirty thousand and no/100

DOLLARS,

as evidenced by one principal promissory note, bearing even date herewith, and payable as follows, to-wit:

\$ 130,000.00, together with interest from date, bearing interest according to the terms set out on the Promissory Note of even date herewith, and payable according to the terms set out thereon, or any renewal or extension thereof (as further set out below) except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 26th day of March, 2029.

NOW, in order to secure the prompt payment of said note when due, according to the terms shown thereon, the said undersigned, Danna Homan, a single woman

for and in consideration of the premises and the sum of Five Dollars to this day in hand paid by said MORTGAGEE, the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said MORTGAGEE the following described real estate, lying and being situated in Shelby County, Alabama, to-wit:

See Exhibit "A" attached hereto.

This is a purchase money mortgage.

Inst # 1999-13144

03/30/1999-13144  
10:00 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CRH 208.50

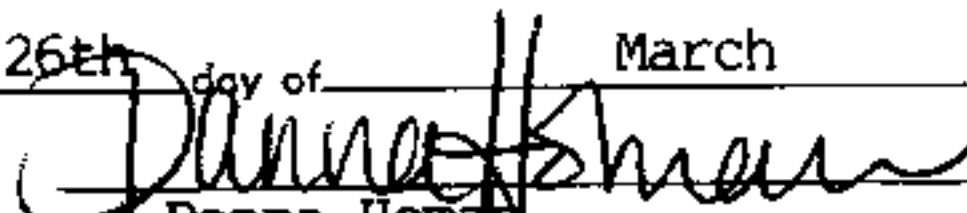
This instrument was prepared by  
T.H. BOGGS, JR.  
ATTORNEY AT LAW  
DEMOPOLIS, AL 36732

AS SET OUT ABOVE, the undersigned Mortgagor has this day executed a Promissory Note according to the terms set out thereon, and has this day Mortgaged the property described above to secure the payment of the above mentioned indebtedness, as well as any renewal or extension thereof; according to the provisions of this Mortgage, final payment will be due on or before March 26, 2029, and any time prior to that date, the above mentioned Promissory Note may be renewed or extended, or another Promissory Note may be executed to substitute for the above mentioned Promissory Note executed this date; this mortgage is this day executed and shall be recorded in the Probate Office of Shelby County, Alabama AS NOTICE TO ALL that said property has been pledged as security to secure the payment of the above mentioned indebtedness and any renewal or extension thereof, as well as being pledged for the security of any Promissory Note executed as a replacement or substitution for all or part of the above mentioned indebtedness.

To have and to Hold said above described property, which is warranted to be free from all incumbrances and adverse claims and to be owned by undersigned, to said mortgagee, its successors and assigns; But This Is a Mortgage, and is given and accepted on and subject to following terms and conditions: 1. It is further agreed between the parties hereto that the undersigned shall pay for recording this mortgage and shall pay all taxes and assessments against above property when due, and shall keep all buildings now or hereafter located on said property that are insurable, insured for their insurable value, with loss, if any, payable to mortgagee, as its interest may appear, and failing to do so, said mortgagee may, at its option, pay said fee, taxes and assessments and have said buildings insured, and all sums so expended shall be secured by this mortgage, draw interest from date of payment, and be payable immediately. 2. That if undersigned, or either or any of them, should be now or hereafter become indebted to said mortgagee for money loaned, advances made, merchandise sold, or by account, overdraft, note or otherwise, before the indebtedness above mentioned is paid in full, then this mortgage shall stand as security therefor the same, in all respects, as if included in said indebtedness; 3. That in so far as this mortgage secures any indebtedness as to which said mortgagee now has or holds or hereafter takes, obtains, accepts or holds any other, further or additional security, it shall be deemed, taken and construed as additional security to and not in payment, release or discharge thereof, and this mortgage shall also secure any renewal or extension of the indebtedness or any unpaid portion thereof hereby secured, notwithstanding the same may, from time to time, be extended, renewed or evidenced by other notes given and accepted by mortgagee, whether such renewal be secured by additional mortgage or security or not, so long as said notes evidence the same or any portion of the indebtedness hereby secured; 4. That if said notes, or either or any of them, or any other debt or demand secured by this mortgage, be not paid in full when due, said mortgagee, its successors or assigns, may take immediate possession of said property, or any part thereof, and, with or without having same in their possession, sell and convey the same, at public or private sale, at their option, selling same as a whole, separately, or in lots, tracts or parcels, as they see fit or deem best, and apply proceeds of sale first, to payment of costs and expenses incident thereto, including a reasonable attorney's fee, second, to payment of the indebtedness secured thereby, all of which shall thereupon become due and payable, but in the event it is insufficient to pay all said debts, said mortgagee, its successors and assigns, shall have the right to apply such proceeds to such part or portion thereof as they see fit, and, third, the surplus, if any, shall be paid over to undersigned, and said mortgagee, its successors and assigns are authorized, in the event of public sale of said property to purchase same as if strangers to this mortgage, and auctioneer or person making sale is authorized to execute to such purchaser proper conveyances thereto; such public sale to be made in front of Court House door of Shelby County, Alabama, during legal hours of sale, at public outcry, to highest bidder, for cash, after notice of time, place, and terms of sale shall have been given once a week for three successive weeks, prior to date of sale in some newspaper then published in said County, and should mortgagee deem it necessary or advisable to foreclose this mortgage through equity or other legal proceedings, then proceeds of sale may be applied to costs and expenses incident thereto, including a reasonable attorney's fee; and, 5. If the undersigned pay all debts secured by this mortgage when due the same shall be null and void, otherwise it shall remain in full force and effect.

WITNESS the hand and seal of the undersigned on this 26th day of March, A. D., 1999

WITNESS:

  
Danna Homan (Seal)  
(Seal)  
(Seal)  
(Seal)

THE STATE OF ALABAMA

MARENGO

County.

I, the undersigned

a Notary Public

in and for said

County and State, hereby certify that

Danna Homan, a single woman

whose name is signed to the foregoing conveyance, and who is known

to me, acknowledged before me this day, that, being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand, this 26 day of March 19 99

MY COMMISSION  
EXPIRES 12, 2001

Notary Public

STATE OF ALABAMA

COUNTY OF

I, a

in and for said County and State, do hereby certify that

and, whose names as

and, respectively of

a corporation, 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, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this the day of 19

MORTGAGE

GIVEN BY

TO

Date 19

Amount, \$

Due 19

THE STATE OF ALABAMA, } Office of the  
County, } Probate Court

I hereby certify that the within conveyance was filed

in this office for record on day

of A. D., 19

and recorded in Book of Mortgages

Page and examined.

Probate Judge County

Recording

Certificate

Acknowledgment

Total \$

Received payment

Judge of Probate

EXHIBIT "A"

Lot 7B, according to the survey of Stone Brook - First Sector, as recorded in Map Book 13, Page 135, in the Probate Office of Shelby County, Alabama.

**SUBJECT TO:**

1. Ad valorem taxes due and payable October 1, 1990.
2. Restrictive Agreement as set out in Real Volume 220, Page 339.
3. Easement for sanitary sewer lines and water lines in favor of The Water Works & Sewer Board of the City of Birmingham, as recorded in Real Volume 194, Page 1, and Real Volume 194, Page 43.
4. Right of Way granted to Alabama Power Company by instrument(s) recorded in Real Volume 207, Page 380.
5. Title to all minerals within and underlying the premises together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 327, Page 553; and Deed Book 32, Page 183.
6. Declaration of Protective Covenants as set out in Real Volume 194, Page 54.
7. Sewer line easement as set out in Real Volume 107, Page 976.
8. Right of Way granted to Alabama Power Company by instrument(s) recorded in Real Volume 270, Page 83.
9. Easement to Water Works and Sewer Board of the City of Birmingham in Real Volume 265, Page 522.
10. Declaration of Protective Covenants recorded in Real Volume 288, Page 446.
11. Articles of Incorporation of StoneBrook Residential Association, Inc., as recorded in Book 41, Page 518, in the Probate Office of Shelby County, Alabama.
12. Bylaws of StoneBrook Residential Association, Inc., as recorded in Book 41, Page 530, in the Probate Office of Shelby County, Alabama.
13. 25 foot building line from Stone Brook Drive; 20 foot easement for public utilities along rear lot line; as shown on recorded map.

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