

[Space Above This Line for Recording Data]

**THE STATE OF ALABAMA
SHELBY COUNTY**

MORTGAGE

THIS MORTGAGE made and entered into on this 16th day of July, 1999, by and between **Don A. Miller and Mickey D. Miller, Husband and Wife**, party of the first part, and **George E. Walker**, 16 Sunrise Circle, Wilsonville, Alabama 35186, party of the second part,

WITNESSETH, THAT WHEREAS, parties of the first part are justly indebted to party of the second part in the sum of **THIRTY-NINE THOUSAND AND NO/100 DOLLARS (U.S. \$39,000.00)**, evidenced by one or more promissory notes, payable at 16 Sunrise Circle, Wilsonville, Alabama 35186. The balance of the said indebtedness with all interest thereon matures and is payable on the 16th day of January, 2000.

NOW, THEREFORE IN CONSIDERATION of said indebtedness and in order to secure the same, and any other indebtedness or obligation of parties of the first part, or either of them, to party of the second part, whether as principal debtor, endorser, guarantor, or otherwise, whether now existing or hereafter incurred, parties of the first part do hereby grant, bargain, sell, and convey unto party of the second part the following described property, to wit:

SEE ATTACHED EXHIBIT "A"

which has the address of 945 Highway 40, Wilsonville, Alabama 35186.

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto party of the second part, its successors or assigns, in fee simple.

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SHELBY COUNTY JUDGE OF PROBATE
006 CRH 79.50**

And parties of the first part, for themselves, their heirs, successors and assigns, do hereby covenant with party of the second part that they are lawfully seized in fee of the said premises; that they have a good right to sell and convey the same; that said premises are free from encumbrance, except for encumbrances of record; and that they warrant and will forever defend the title to said premises against the lawful claims and demands of all parties whomsoever.

This conveyance is upon condition, however, that if parties of the first part shall pay and discharge the indebtedness hereby secured and each installment thereof as the same matures and shall perform each and every covenant herein contained, then this conveyance shall become null and void. But if said parties of the first part should make default in the payment of said indebtedness, or any installment thereof, or the interest thereon, or should they fail to keep any covenant in this mortgage contained, or should they be adjudicated bankrupt, or should the interest or party of the second part in said property become endangered by reason of the enforcement of any other lien or encumbrance thereon, or should a receiver be appointed for parties of the first part, then, in any such event, at the election of party of the second part the entire indebtedness secured hereby shall become immediately due and payable, whether due by the terms hereof or not; and party of the second part, its agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the courthouse door of the county in which said property is located, after giving notice of the time, place and terms of sale by publication once a week for three successive weeks in a newspaper published in said county or by giving notice in any other manner authorized by law.

And said party of the second part is authorized, in case of sale under the power herein contained, to execute a conveyance to the purchaser, conveying all the right and claim of said parties of the first part in and to said premises, either at law or in equity. And said party of the second part may purchase said property at any sale hereunder and acquire title thereto as a stranger, and in case of a purchase by party of the second part, said party of the second part, or any person authorized by it in writing, shall have the power to convey all the right, title and interest of parties of the first part in and to said premises by a deed to the party of the second part.

Out of the proceeds of sale party of the second part shall pay, first the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee of not less than ten percent of the amount of indebtedness then due; secondly, the amount of indebtedness due and owing to party of the second part hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that party of the second part may have paid as herein provided; and lastly, the surplus, if any, shall be paid over to parties of the first part, their heirs or assigns.

Parties of the first part covenant that they will pay all taxes and assessments that may be levied against said property, and that they will insure, and will keep insured, the improvements thereon against loss by fire, windstorm and such other perils as may be required or designated by party of the second part, in insurance companies that are acceptable to party of the second part, for their reasonable insurable value and in no event less than the amount of the indebtedness secured by this mortgage. The original policies evidencing said insurance shall be delivered to and kept by party of the second part and shall contain loss clauses acceptable to party of the second part, providing for payment in the event of loss to party of the second part as its interest may appear; and in case of the failure of parties of the first part to pay taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure the improvements on said property, party of the second part may, at its option, either pay said taxes and assessments and procure said insurance; and the amount of taxes, assessments or insurance premiums as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness herein above described; or party of the second part may, at its election, proceed to foreclose this mortgage.

Parties of the first part covenant and agree that until all of the indebtedness secured hereby is paid in full, they will not sell, convey, mortgage or otherwise alienate said property, and will not create or suffer any other lien or encumbrance to be created against same, other than taxes and assessments lawfully levied by governmental authorities, without the written consent of party of the second part.

IN WITNESS WHEREOF, parties of the first part have hereto set their hands and seals, on this the 16th day of July, 1999.

_____(L.S.) Don A. Miller (L.S.)
Don A. Miller -Borrower

_____(L.S.) Mickey D. Miller (L.S.)
Mickey D. Miller - Borrower

_____[Space Below This Line For Acknowledgment]_____

THE STATE OF ALABAMA
SHELBY COUNTY

I, G. Wray Morse, a Notary Public in and for said State and County, hereby certify that Don A. Miller and Mickey D. Miller, Husband and Wife, 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 seal on this the 16th day of July, 1999.

G. Wray Morse
Notary Public
My commission expires: 9/10/2000

This instrument was prepared by:
DICKERSON, MORSE & YOST, P.C.
Attorneys-at-Law
1920 Valleydale Road
Birmingham, Alabama 35244

EXHIBIT "A"

Commencing at the SE corner of Section 21, Township 20 South, Range 1 East; thence North 90 degrees 00 minutes 00 seconds West a distance of 295.39 feet; thence North 15 degrees 00 minutes 30 seconds West a distance of 44.38 feet to the North right of way line of Shelby County Highway No. 40 to the point of beginning; thence continuing Northerly along said line a distance of 289.23 feet; thence North 89 degrees 18 minutes 21 seconds West a distance of 208.59 feet; thence South 5 degrees 08 minutes 32 seconds East a distance of 280.00 feet to the North right of way line of Shelby County Highway No. 40; thence South 89 degrees 17 minutes 59 seconds East along said road right of way line for a distance of 208.39 feet; thence South 89 degrees 27 minutes 13 seconds East along said road right of way line for a distance of 50.00 feet to the point of beginning; being situated in SE 1/4 of SE 1/4 of Section 21, Township 20 South, Range 1 East, Shelby County, Alabama.

This conveyance is made subject to any and all restrictions, reservations, covenants, easements, and rights-of-way, if any, heretofore imposed of record affecting said property and municipal zoning ordinances now or hereafter becoming applicable, and taxes or assessments now or hereafter becoming due against said property.

RIDER TO MORTGAGE
(Balloon - Fixed Rate)

This Rider is entered into this the 16th day of July, 1999, by the undersigned Don A. Miller and Mickey D. Miller, (hereinafter, whether one or more, referred to as Borrower).

WITNESSETH:

Borrower has executed that certain Note (the "Note") and that certain Mortgage (the "Mortgage") of even date herewith in favor of George E. Walker, (hereinafter referred to as the "Lender"). The Note and Mortgage have been executed in connection with a loan from the Lender to Borrower.

The purpose of this Rider is to establish the repayment terms of principal and interest by Borrower under the Note and the Mortgage and to set forth certain other amendments and agreements made between the parties in connection therewith.

NOW, THEREFORE, in consideration of the foregoing recitals, \$10.00 and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Borrower, Borrower does hereby agree that the Mortgage shall be and is hereby amended as follows:

1. Acknowledgment of Recitals. All of the recitals set forth hereinabove in this Rider are hereby acknowledged and agreed to by Borrower.

2. Interest. From the date hereof until the full amount of principal has been paid, interest shall accrue on the outstanding unpaid principal balance advanced under the Note from time to time at the rate of ten percent (10.00 %) per annum.

3. Payments. From the date hereof until the Maturity Date, Borrower shall repay to the Lender the interest accruing under the Note on the sixteenth (16th) day of each month, with a final payment of all unpaid interest being due and payable on the Maturity Date. The entire outstanding balance of principal and all interest accrued thereon shall become due and payable on the Maturity Date.

4. Borrowers Failure to Pay as Required; Other Defaults; Lender's Remedies. Notwithstanding any provisions to the contrary contained in the Note, the Mortgage or any other instruments executed in connection therewith, if Lender has not received the full amount of any payment owing hereunder by the end of ten (10) calendar days after the date it is due, Borrower will pay to the Lender a late charge in the amount of five percent (5%) of the overdue payment, and, in addition to the foregoing, in the event that Borrower should default in any manner in the performance of the obligations of Borrower under the Note, the Mortgage or under any other of the loan documents executed in connection therewith, including, but not limited to, the failure to pay any installment of principal or interest, then Lender shall have the right, without notice to Borrower, to accelerate all sums owing under the Note and Mortgage, to require the immediate, full payment of all principal, interest and any other sums owing under the Note, and to pursue all remedies (including, but not limited to, the foreclosure of the Mortgage) available under the Note, the Mortgage and other loan documents executed in connection therewith.

5. Inoperative Provisions of the Mortgage. During such time as this Rider is in effect, any notice requirements set forth in the Mortgage shall be inoperative and of no force or effect. In the event of a default by Borrower, Lender shall have the right to accelerate all sums owing under the Note and the Mortgage, without notice to the Borrower, and Borrower shall not have the right to have the enforcement of the Mortgage discontinued or to have the Mortgage reinstated.

6. Security Agreement. As additional security for the indebtedness secured and evidenced by the Note and Mortgage, Borrower does hereby assign and transfer to Lender, and does hereby assign, grant and convey unto Lender's security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Borrower, located, whether permanently or temporarily, on the real property described and conveyed pursuant to the Mortgage.

7. Amendment and Survival. In the event of any discrepancies between the provisions of this Rider and the Mortgage, the provisions of this Rider shall prevail. Except as specifically amended by this Rider, the terms and provisions of the Mortgage shall remain in full force and effect in accordance with the terms thereof. More particularly, any provision in the Mortgage or any portion of any provision of the Mortgage which is not inconsistent with any provision of this Rider shall remain in full force and effect.

8. Termination. This Rider shall become null and void at such time as this Loan is paid off in full; or the Note and Mortgage are amended to change the loan evidenced thereby to a permanent loan.

EXECUTED by the undersigned by their hands and seals on this the same date as first above written.

BORROWER:

Don A. Miller
Don A. Miller

Mickey D. Miller
Mickey D. Miller

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Don A. Miller and Mickey D. Miller, whose names are signed to the forgoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 16th day of July, 1999.

Shirley Moore
Notary Public

My commission expires: 9/10/2000

[NOTARIAL SEAL]

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