

MORTGAGE

STATE OF ALABAMA

COUNTY OF SHELBY

THIS INDENTURE, MADE AND ENTERED INTO ON August 2nd, 1999 BY AND BETWEEN MORRIS E. HORTON, JR. and JANICE L. HORTON, HUSBAND AND WIFE (HEREINAFTER CALLED THE "MORTGAGOR" (WHETHER SINGULAR OR PLURAL); AND JAMES N. CARROLL and BETTY L. CARROLL (HEREINAFTER CALLED THE "MORTGAGEE" (WHETHER SINGULAR OR PLURAL);

WITNESSETH:

THAT, WHEREAS, THE SAID MORTGAGOR IS JUSTLY INDEBTED TO THE MORTGAGEE IN THE SUM OF \$42,500.00, WHICH BEARS INTEREST FROM DATE AT THE RATE OF 9.25% PER ANNUM AND WHICH IS EVIDENCED BY ONE PROMISSORY NOTE OF EVEN DATE HERewith, DUE AND PAYABLE ACCORDING TO THE TERMS SET FORTH ON SAID PROMISSORY NOTE.

NOW, THEREFORE, IN CONSIDERATION OF THE INDEBTEDNESS AND IN ORDER TO SECURE THE SAME, THE MORTGAGOR DOES HEREBY GRANT, BARGAIN, SELL AND CONVEY UNTO THE MORTGAGEE THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN SHELBY COUNTY, ALABAMA:

LOT 51, IN BLOCK 2, ACCORDING TO THE SURVEY OF NORWICK FOREST, THIRD SECTOR, SECOND PHASE, AS RECORDED IN MAP BOOK 23, PAGE 121, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TO HAVE AND TO HOLD, TOGETHER WITH ALL AND SINGULAR THE RIGHTS, TENEMENTS, HEREDITAMENTS, AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, UNTO THE MORTGAGEE, AND THE MORTGAGEE'S HEIRS AND ASSIGNS, IN FEE SIMPLE.

AND, THE MORTGAGOR DOES HEREBY COVENANT WITH THE MORTGAGEE THAT THE MORTGAGOR IS LAWFULLY SEIZED IN FEE SIMPLE OF SAID PREMISES; THAT THE MORTGAGOR HAS A GOOD RIGHT TO SELL AND CONVEY THE SAME; THAT SAID PREMISES ARE FREE FROM ENCUMBRANCE; AND THAT THE MORTGAGOR WARRANTS, AND WILL FOREVER DEFEND THE TITLE TO AND THE POSSESSION OF SAID PREMISES AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS WHOMSOEVER.

THIS CONVEYANCE IS UPON CONDITION, HOWEVER, THAT, IF THE MORTGAGOR SHALL PAY AND DISCHARGE THE INDEBTEDNESS HEREBY SECURED AS THE SAME MATURES AND SHALL PERFORM THE COVENANTS HEREIN CONTAINED, THEN THIS CONVEYANCE SHALL BECOME NULL AND VOID. IF, HOWEVER, DEFAULT IS MADE IN THE PAYMENT OF ANY PART OF THE INDEBTEDNESS HEREBY SECURED OR IN THE PAYMENT OF THE INTEREST THEREON, OR IF DEFAULT IS MADE IN THE PAYMENT OF ANY INSTALLMENT DUE ON ANY PRIOR LIEN, MORTGAGE OR ENCUMBRANCE, OR IF ANY COVENANT IN THIS MORTGAGE IS NOT KEPT, OR IF THE MORTGAGOR BE ADJUDICATED A BANKRUPT, (THE TERM "MORTGAGOR" AS USED IN THIS SENTENCE HAS REFERENCE SINGULARLY AS WELL AS JOINTLY, TO ALL PARTIES WHO EXECUTE THIS MORTGAGE), THEN, AT THE ELECTION OF THE MORTGAGEE, THE ENTIRE INDEBTEDNESS SECURED HEREBY SHALL BECOME IMMEDIATELY DUE AND PAYABLE, WHETHER DUE BY THE TERMS HEREOF OR NOT, AND FAILURE TO DECLARE THE ENTIRE INDEBTEDNESS DUE IN CASE OF ANY DEFAULT SHALL NOT OPERATE AS A WAIVER OF THE RIGHT TO DECLARE THE ENTIRE INDEBTEDNESS DUE IN THE EVENT OF ANY SUBSEQUENT DEFAULT; AND THE MORTGAGEE, THE MORTGAGEE'S 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, AT THE COURTHOUSE DOOR IN THE COUNTY OF SHELBY, ALABAMA, 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.

IN CASE OF SALE UNDER THE POWER HEREIN CONTAINED, THE MORTGAGEE OR ANY PERSON AUTHORIZED IN WRITING BY THE MORTGAGEE SHALL HAVE POWER TO EXECUTE A CONVEYANCE TO THE PURCHASER, CONVEYING ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF THE MORTGAGOR IN AND TO SAID PREMISES, EITHER AT LAW OR IN EQUITY. THE MORTGAGEE MAY PURCHASE SAID PROPERTY AT ANY SALE HEREUNDER AND ACQUIRE TITLE THEREOF AS COULD A STRANGER.

OUT OF THE PROCEEDS OF SALE, THE MORTGAGEE SHALL PAY, FIRST, THE COSTS OF ADVERTISING, SELLING AND CONVEYING SAID PROPERTY, TOGETHER WITH A REASONABLE ATTORNEY'S FEE, SECONDLY, THE AMOUNT OF THE INDEBTEDNESS DUE AND OWING TO THE MORTGAGEE HEREBY SECURED, TOGETHER WITH THE INTEREST THEREON, AND ANY TAXES, INSURANCE PREMIUMS, OR OTHER CHARGES THAT THE MORTGAGEE MAY HAVE PAID AS HEREIN PROVIDED; AND LASTLY, THE SURPLUS, IF ANY, SHALL BE PAID TO THE MORTGAGOR, OR THE MORTGAGOR'S HEIRS OR ASSIGNS.

THE MORTGAGOR COVENANTS THAT THE MORTGAGOR WILL PAY ALL TAXES AND ASSESSMENTS WHICH MAY LAWFULLY BE LEVIED AGAINST THE PREMISES, AND WILL DEPOSIT RECEIPTS THEREOF WITH THE MORTGAGEE, AND THAT THE MORTGAGOR WILL INSURE AND KEEP INSURED THE IMPROVEMENTS THEREON AGAINST LOSS BY FIRE AND TORNADO FOR NOT LESS THAN THE INDEBTEDNESS HEREBY SECURED BY SOME COMPANY ACCEPTABLE TO THE MORTGAGEE, WITH LOSS PAYABLE TO THE MORTGAGEE AS THE MORTGAGEE'S INTEREST MAY APPEAR, AND WILL DEPOSIT WITH THE MORTGAGEE THE POLICIES EVIDENCING SUCH INSURANCE AND THAT

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THE MORTGAGOR WILL PROTECT SAID PREMISES FROM WASTE AND KEEP THE SAME IN GOOD CONDITION AND REPAIR; AND IN CASE OF THE FAILURE OF THE MORTGAGOR TO PAY SAID TAXES AND ASSESSMENTS BEFORE THE SAME, OR ANY PART THEREOF, BECOME DELINQUENT, OR IN CASE OF FAILURE TO INSURE OR KEEP INSURED THE IMPROVEMENTS ON SAID PROPERTY, OR IN CASE OF FAILURE TO PROTECT SAID PREMISES FROM WASTE AND KEEP THE SAME IN GOOD CONDITION AND REPAIR, OR ANY OF THEM, AND THE AMOUNT OF TAXES, ASSESSMENTS, INSURANCE PREMIUMS, REPAIRS AND OTHER EXPENDITURES, OR ANY OF THEM, AS PAID SHALL BE SECURED BY THIS CONVEYANCE AS FULLY AND TO THE SAME EXTENT AND UNDER THE SAME CONDITIONS AS THE INDEBTEDNESS HEREINAFTER DESCRIBED. THE MORTGAGEE MAY, AT THE MORTGAGEE'S OPTION, PROCEED TO FORECLOSE THIS MORTGAGE, AS IS HEREINABOVE PROVIDED.

IF ALL OR ANY PART OF THE PROPERTY, OR AN INTEREST THEREIN, IS SOLD OR TRANSFERRED BY THE MORTGAGOR WITHOUT MORTGAGEE'S PRIOR WRITTEN CONSENT, MORTGAGEE MAY, AT MORTGAGEE'S OPTION, DECLARE ALL THE SAME SECURED BY THAT MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE.

THIS INDEBTEDNESS MAY BE PREPAID, IN WHOLE OR IN PART, AT ANY TIME WITHOUT PENALTY.

IN WITNESS WHEREOF, THE MORTGAGOR HAS HERETO SET THE MORTGAGOR'S HAND AND SEAL ON August 2nd, 1999.

Morris E Horton Jr
MORRIS E. HORTON, JR.

Janice L. Horton
JANICE L. HORTON

STATE OF ALABAMA

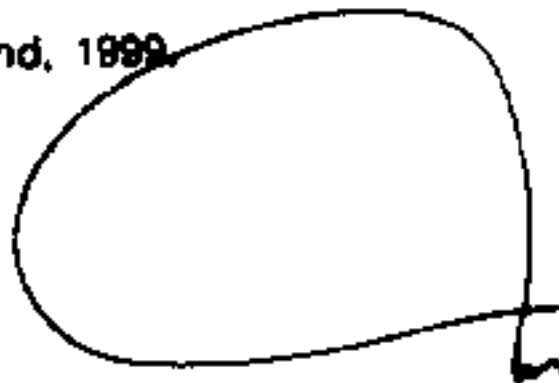
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said county and state, hereby certify that,

MORRIS E. HORTON, JR. and JANICE L. HORTON, HUSBAND AND WIFE

whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he/she/they executed the same on the day the same bears date.

GIVEN under my hand and seal on this August 2nd, 1999.

A circular notary seal for a Notary Public in the State of Alabama, County of Shelby. The seal is partially obscured by the signature and the commission expiration date.

Notary Public

My commission exp:

2/23/2000

PREPARED BY:

JAMES R. MONCUS, JR., LLC
Attorney at Law
1313 Alford Avenue
Birmingham, AL 35226

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