

THIS INSTRUMENT PREPARED BY:

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2000 SouthBridge Parkway

Suite 500

Birmingham, Alabama 35209

Inst # 1999-51756

12/22/1999-51756

11:19 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 CJI 73.00

PURCHASE MONEY MORTGAGE

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, Stephen R. Hayes and Carolyn Hayes, husband and wife, are justly indebted to Edith W. Hayes ("Mortgagee") pursuant to the terms of that certain Promissory Note dated December 23, 1999 ("Note"); and

WHEREAS, it is desired by the undersigned to secure the prompt payment of said indebtedness with all charges and interest set forth in such Note when the same falls due.

NOW THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned Stephen R. Hayes and Carolyn Hayes, husband and wife (whether one or more, "Mortgagor") do hereby grant, bargain, sell and convey unto the Mortgagee the Mortgagor's undivided interest in the following described real property situated in Shelby County, Alabama:

Commencing at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of Section 17, Township 20 South, Range 1 East, Shelby County, Alabama; thence North 90 degrees 00 minutes 00 seconds West, a distance of 115.34 feet to the centerline of structures of the Alabama Power Company transmission line; thence South 4 degrees 25 minutes 00 seconds East along said transmission line for a distance of 939.21 feet; thence North 87 degrees 02 minutes 55 seconds East, a distance of 330.34 feet for the POINT OF BEGINNING; thence continuing Easterly along said line, a distance of 240.77 feet; thence South 30 degrees 44 minutes 40 seconds West, a distance of 298.20 feet North right of way line of Shelby County Road No. 109; thence North 63 degrees 33 minutes 31 seconds West along said road right of way line for a distance of 152.01 feet; thence North 15 degrees 16 minutes 05 seconds East, a distance of 182.65 feet to the POINT OF BEGINNING; said described tract containing 1.00 acre, more or less.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies to said Mortgagee; and if the undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, as Mortgagee, additional to the debt hereby specifically secured and shall be covered by this Mortgage, and bear interest from the date of payment by said Mortgagee and be at once due and payable.

Upon condition however, that if the said Mortgagor pays said indebtedness and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the said Mortgagee 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 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, or if any statement of lien is filed under the statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or nonexistence of the debt or any part thereof or of the lien on which such statement is based, or if any other "Event of Default" (as hereinafter defined) shall occur 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 law in case of past due mortgages and the said Mortgagee 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then 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 remainder if any, to be turned over to the said Mortgagor, and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefore, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and the undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same

be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

If all or any part of the property or any interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding the creation of a lien or encumbrance subordinate to this mortgage, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagor and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the Mortgagee and that the interest payable on assumption secured by this mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if the Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by the Mortgagee, Mortgagee may release Mortgagor from all obligations under this mortgage and Note referred to herein. If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration which notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Mortgagor may pay the sum declared due. If Mortgagor fails to pay such sum prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagee, invoke any remedies or rights available to the Mortgagee as contained herein as relates to default of payment of money indebtedness due or any and all other remedies available by law.

In addition to the foregoing, any of the following shall constitute an "Event of Default":

- (a) the insolvency or filing by or with respect to the Mortgagor of a voluntary or involuntary petition seeking protection under any State or Federal bankruptcy statute;
- (b) the adjudication of the Mortgagor as a bankrupt or insolvent; or
- (c) a final judgment or judgments for the payment of money in excess of an aggregate of \$10,000.00 shall be rendered against the Mortgagor and the same shall remain undischarged for a period of 30 days during which execution shall not be effectively stayed.

IN WITNESS WHEREOF, Stephen R. Hayes and Carolyn Hayes, husband and wife have caused this instrument to be executed on this the 22nd day of December, 1999.

Stephen R. Hayes
Stephen R. Hayes

Carolyn Hayes
Carolyn Hayes

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

General Acknowledgment

I, the undersigned, a Notary Public in and for said State and in said County, hereby certify that Stephen R. Hayes and Carolyn Hayes, 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 and with full authority, the same was executed voluntarily on the day the same bears date.

GIVEN under my hand and official seal on this the 22nd day of December, 1999.

Bonnie D. Shelton
Notary Public
My Commission Expires: 8-19-2000

Inst # 1999-51756

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Ref: W:\60000\Hayes.e\mortgage.tpd

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