

MORTGAGE

STATE OF ALABAMA
COUNTY OF SHELBY

Inst # 1999-52387

Know All Men by These Presents: That Whereas Howard Grant Dunnan, an unmarried man, (hereinafter called "Mortgagors", whether one or more), in the sum of Thirty Thousand Dollars & 00/100-----(\$30,000.00), evidenced by a promissory note of even date herewith payable in 60 monthly installments of Six Hundred Thirty Seven Dollars & 41/100-----(\$637.41) each, commencing with the first payment on February 1, 2000 and a final balloon payment of Twenty Five Thousand Seven Hundred Sixty Nine Dollars & 39/100----(\$25,769.39) due 01/01/2001, if not sooner paid.

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, Howard Grant Dunnan and all others executing this mortgage, do hereby grant, bargain, sell and convey unto Richard C. Amberson (hereinafter called "Mortgagee") the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

See attached Exhibit "A" for legal description

This is a purchase money mortgage.

The above described property is not the homestead of the Mortgagor or his spouse.

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

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, first above named undersigned agrees 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 undersigned 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 cost of collecting same; 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 Mortgagor pays said indebtedness, and the interest thereon and reimburses said mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance be null and void; but should default be made in the payment of any sum 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 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

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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 of assigns deem best, in front of the Court House of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds to 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 Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and the undersigned 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.

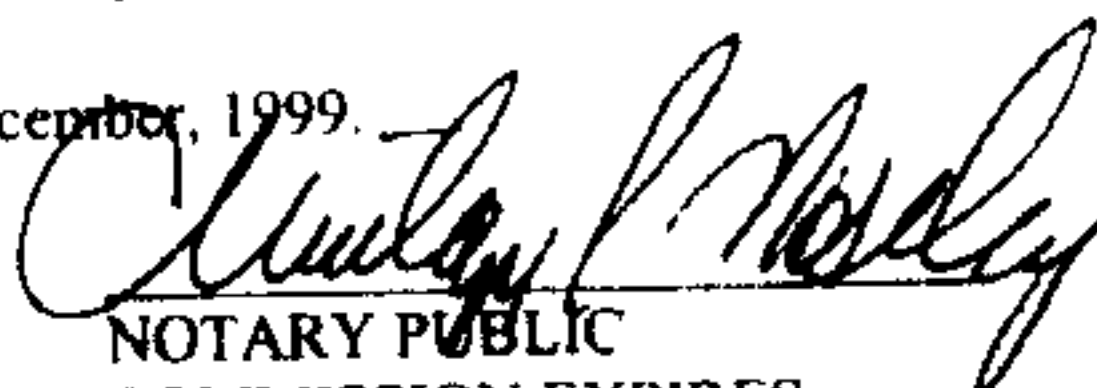
In Witness Whereof the undersigned Howard Grant Dunnam has hereunto set this signature(s) and seal this 28th day of December, 1999.


HOWARD GRANT DUNNAM

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said State at large, hereby certify that Howard Grant Dunnam, whose name(s) is/are signed to the foregoing mortgage, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of this mortgage, he/she/they have executed the same voluntarily on the day the same bears date.

Given under my hand this 15th day of December, 1999.


NOTARY PUBLIC
COMMISSION EXPIRES:

MY COMMISSION EXPIRES OCTOBER 27, 2001

THIS INSTRUMENT PREPARED BY:
Christopher P. Moseley
Moseley & Associates, P.C.
3800 Colonnade Parkway, Suite 630
Birmingham, Alabama 35243

EXHIBIT "A"

**LOT 4, ACCORDING TO THE SURVEY OF WEATHERLY WINDSOR, SECTOR 9, AS RECORDED
IN MAP BOOK 17, PAGE 125, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

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