

This instrument was prepared by
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PO BOX 987
ALABASTER, ALABAMA 35007

MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY) KNOW ALL MEN BY THESE PRESENTS: That
Whereas,

HABSHEY FAMILY LIMITED PARTNERSHIP

(Hereinafter called "Mortgagors," whether one or more) are justly indebted, to

WILLIAM L. RUSSELL AND WIFE ALICE F. RUSSELL (hereinafter called "Mortgagee,"
whether one or more), in the sum of ONE HUNDRED AND FIFTY THOUSAND
DOLLARS (\$ 150,000.00), as evidenced by A PROMISSORY NOTE OF EVEN
DATE.

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,

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the
Mortgagee the following described real estate situated in SHELBY
County, State of Alabama, to wit:

SEE EXHIBIT A FOR LEGAL DESCRIPTION

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

Inst # 2000-06780

03/03/2000-06780
10:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 241.00

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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 reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and 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 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 incumbrance 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 in subject to foreclosure as now provided by law in case of past due mortgages, and 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 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 or assigns deem best, in front of the Court House door 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 of 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 therefore; and 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

have hereunto set *my* signature and *my* seal, this *25th* day of *FEB.*, 2000.

HABSHEY FAMILY LIMITED PARTNERSHIP

BY JOSEPH HABSHEY GENERAL PARTNER

Joseph Habshey

Given under my hand and official seal this day of , 2000.

Notary Public

THE STATE OF ALABAMA)
SHELBY COUNTY)

Given under my hand and official seal this 2nd day of FEB, 2000.

Notary Public

E x h i b i t A

A parcel of land situated in the SW 1/4 of the NW 1/4 of Section 15, Township 20 South, Range 3 West, and being more particularly described as follows:

Commence at the NW corner of the SE 1/4 of the NW 1/4 of Section 15, Township 20 South, Range 3 West; thence South 04 deg. 50 min. 46 sec. West for a distance of 1192.54 feet; thence 3 deg. 18 min. 32 sec. to the right for a distance of 85.44 feet measured (85.50 feet map) to the point of beginning; thence 89 deg. 53 min. 26 sec. to the left for a distance of 59.97 feet measured (60.00 feet map); thence 89 deg. 31 min. 46 sec. to the right for a distance of 23.16 feet; thence 1 deg. 50 min. 14 sec. to the right for a distance of 6.88 feet measured (6.75 feet map); thence 88 deg. 35 min. 04 sec. to the right for a distance of 59.99 feet measured (60 feet map); thence 89 deg. 56 min. 23 sec. to the right for a distance of 30.09 feet to the point of beginning; being situated in Shelby County, Alabama.

ALSO: Lots 1, 2, 3 and 4, Block 14, according to Joseph Squire's Map of Helena, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Plat Book 3 pages 121 and 121-A; being situated in Shelby County, Alabama.

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