

This form furnished by:

Cahaba Title, Inc.

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This instrument was prepared by:

(Name) Courtney Mason & Associates, P.C.
(Address) 1904 Indian Lake Drive, Suite 100
Birmingham, Alabama 35244

Inst • 2000-10787

04/03/2000-10787

11:58 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 NMS 14.50

C O R R E C T E D

MORTGAGE

STATE OF ALABAMA

Shelby

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas

Spare Room Mini Storage, L.L.C., a Limited Liability Company

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

Donna K. Herda Turner, a married individual

(hereinafter called "Mortgagee", whether one or more) in the sum

of Two Hundred Twenty-Five Thousand and NO/100ths

Dollars

(\$ 225,000.00), evidenced by a note of even date.

Inst • 2000-03444

02/03/2000-03444

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SHELBY COUNTY JUDGE OF PROBATE

002 NMS 348.50

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,

Spare Room Mini Storage, L.L.C., a Limited Liability Company

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 Attached Exhibit A for Legal Description

See Attached Assignment of Rents and Leases Rider attached hereto and incorporated herein by reference.

The proceeds of this loan have been applied to the purchase price of the herein described property.

Mortgagors agree to provide Mortgagee with an insurance policy naming Mortgagee as Loss Payee on or before the 1st day of February of each year. Said insurance policy shall be paid a year in advance. Failure to comply with either or both of the above, shall constitute a default under the terms of this mortgage. Mortgagors also agree to provide Mortgagee with a copy of a paid receipt of the property taxes every year prior to December 15.

THIS MORTGAGE IS BEING RE-RECORDED TO ATTACH THE LEGAL DESCRIPTION AS EXHIBIT "A" WHICH WAS OMITTED FROM THE ORIGINAL RECORDING AND MADE A PART HEREOF.

Said property is warranted free from all incumbrances 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 reimburses said Mortgagee or assigns for any amounts Mortgagee 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 sums 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 be subject to foreclosure as now provided by the 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 days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in 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, for the division thereof where said property is located, at public outcry, to the highest bidder for each, 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 incumbrances, 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 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 **Albert L. Weber, Managing Member of Spare Room Mini Storage, L.L.C., a limited liability company**

have hereunto set his signature and seal, this 1st day of February, 2000xx.

Spare Room Mini Storage, L.L.C.

By: *Albert L. Weber*
Albert L. Weber, Managing Member

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of

COUNTY }

02/03/2000-03444
11:00 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
348.50

a Notary Public in and for said County, in said state.

hereby certify that

whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day, that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 1st day of February, 2000.

Notary Public

THE STATE of Alabama

Shelby

COUNTY }

a Notary Public in and for said county, in said State.

I, the undersigned

hereby certify that **Albert L. Weber**

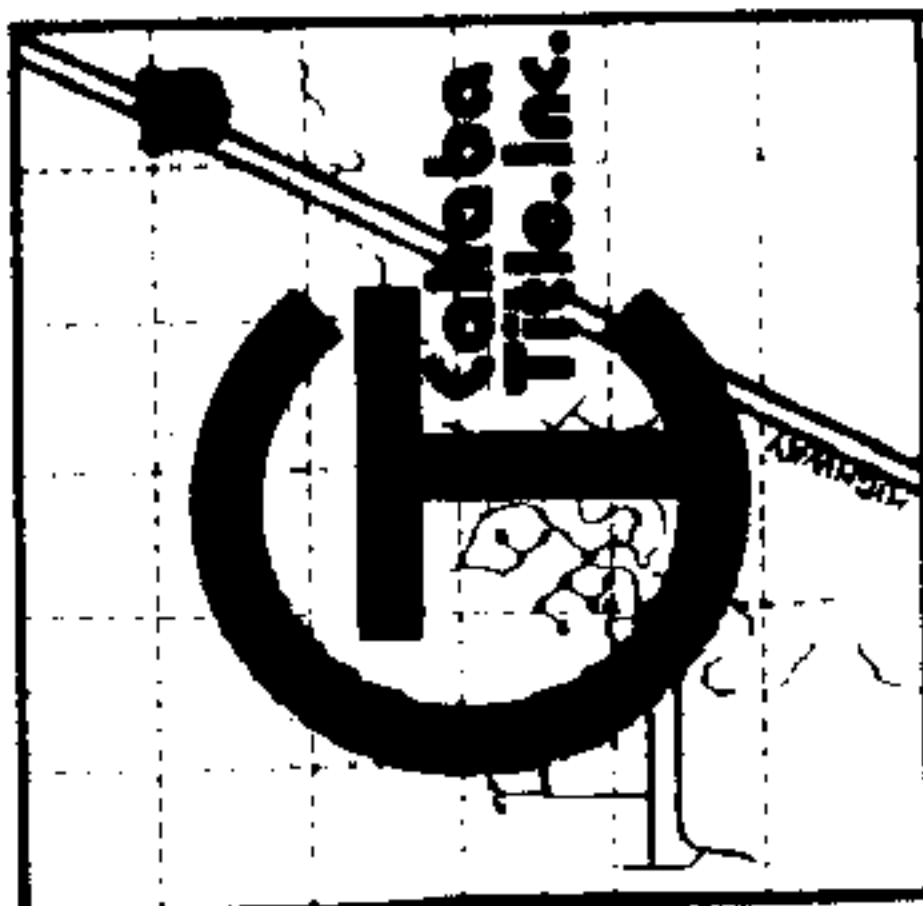
whose name as **Managing Member** of **Spare Room Mini Storage, L.L.C., a limited liability company** is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said ~~corporation~~ **limited liability company**.
Given under my hand and official seal this 1st day of February, 2000.

Notary Public

COURTNEY H. MASON JR.
MY COMMISSION EXPIRES MARCH 5, 2003

MORTGAGE

STATE OF ALABAMA
COUNTY OF



Recording Fee \$
Deed Tax \$

This form furnished by

Cahaba Title, Inc.
PURCHASE OFFICE

1900 Indian Lake Drive
Birmingham, Alabama 35244
(205) 988-5600

EASTERN OFFICE

1100 East Park Drive, Suite 302
Birmingham, Alabama 35235
(205) 833-1571

Exhibit A

Inst # 2000-10787

04/03/2000-10787
11:59 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MHS 14.50

A parcel of land situated in the NW 1/4 of the NE 1/4 and a parcel of land situated in the NE 1/4 of the NE 1/4 of Section 29, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Parcel I

Commence at the NE corner of the NW 1/4 of the NE 1/4 of Section 29, Township 19 South, Range 1 West; thence South 1 deg. 38 min. 21 sec. West along the East line of said 1/4 1/4 Section for a distance of 13.49 feet to a point on the Southerly right of way line of Oak Tree Drive (30 foot right of way), said also being the point of beginning; thence continue along the last described course and leaving said right of way for a distance of 275.73 feet to a point on the Westerly right of way line of Old U. S. Highway 280 (80 foot right of way); thence South 29 deg. 44 min. 41 sec. West along said right of way for a distance of 13.90 feet; thence North 82 deg. 20 min. 23 sec. West and leaving said right of way for a distance of 315.18 feet; thence North 01 deg. 11 min. 39 sec. East for a distance of 247.49 feet to a point on the Southerly right of way line of Oak Tree Drive; thence South 89 deg. 41 min. 10 sec. East along said right of way for a distance of 322.00 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel II

Commence at the NE corner of the NW 1/4 of the NE 1/4 of Section 29, Township 19 South, Range 1 West; thence South 1 deg. 38 min. 21 sec. West along the East line of said 1/4 1/4 Section for a distance of 13.49 feet to a point on the Southerly right of way line of Oak Tree Drive (30 foot right of way), said also being the point of beginning; thence continue along the last described course and leaving said right of way for a distance of 275.73 feet to a point on the Westerly right of way line of Old U. S. Hwy. 280 (80 foot right of way); thence North 29 deg. 44 min. 41 sec. East along said right of way for a distance of 316.50 feet to the intersection of said right of way and the Southerly right of way of Oak Tree Drive; thence North 89 deg. 41 min. 10 sec. West along said Oak Tree Drive right of way and leaving said Old U. S. Hwy. 280 for a distance of 149.14 feet to the point of beginning; being situated in Shelby County, Alabama.