

STATE OF ALABAMA )  
SHELBY COUNTY )

WHEREAS the undersigned JOHN H. DETRICK AND LUCILLE KAREN DETRICK, TRUSTEES UNDER THE DETRICK LIVING TRUST DATED JANUARY 31, 1997 (herein called the Mortgagors), are justly indebted to PURSELL TECHNOLOGIES, INC. (herein called the Mortgagee), in the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00), payable as provided in the note of the Mortgagors, the final payment of the present debt being payable March 3, 2001.

NOW, THEREFORE, to secure the prompt payment of the above indebtedness, the Mortgagors have granted, bargained, sold, and conveyed, and by these presents do hereby grant, bargain, sell, and convey unto the Mortgagee the following described real estate, situated in Shelby County, Alabama:

Lot 1, according to the Survey of Meadow Brook 13th Sector, as recorded in Map Book 9 page 34 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted,

together with all the hereditaments and appurtenances thereunto belonging, and all fixtures now and hereafter to or on these premises.

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining unto the said Mortgagee and its successors and assigns.

And the Mortgagors hereby covenant that they are seized of said property in fee simple, and that this is and will remain a valid first mortgage thereon, subject to no prior lien, claims, taxes, or assessments, and the Mortgagors have a good right to sell and convey the same, as is done hereby; and that Mortgagors, and their heirs and assigns, will forever defend the same unto the Mortgagee, its successors and assigns, against the claims of all persons whomsoever.

This mortgage is made subject to the following covenants, conditions, and agreements:

1. The Mortgagors will promptly perform all agreements herein contained and contained in the note evidencing this

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indebtedness, including those for the payment of money, and while there is no default therein shall retain possession of the mortgaged property.

2. Mortgagors will maintain hazard insurance, of such types and amounts and with such companies as may be approved by the Mortgagee, such policies to include loss payable clauses in favor of the Mortgagee; such policy or policies of insurance to be delivered to and held by Mortgagee until the indebtedness secured hereby has been fully paid. In the event of loss, the Mortgagee is authorized to make claim, settlement, collect the proceeds, and credit the proceeds to the indebtedness secured hereby.

3. If the Mortgagors fail to insure the property as herein provided, or pay all the taxes or assessments, liens, and other claims against same, the Mortgagee may buy such insurance or pay such claims, and any money so paid shall constitute an additional debt secured hereby, immediately due and payable. Mortgagors agree to pay all taxes, assessments, and other charges that may become liens upon said premises. If the Mortgagors fail to pay any other liens, debts, or charge against the mortgaged property, the Mortgagee may, at its option, pay same, and any money so paid shall constitute an additional debt secured hereby, immediately due and payable.

4. If the Mortgagee employs an attorney relative to any charge or lien or claim of charge or lien relative to the property here mortgaged, relative to any cloud on the title of the property here mortgaged, or relative to any lien, charge, or claim of same, the Mortgagors will pay, in addition to all other sums provided herein, a reasonable fee to an attorney relative to such matters, and if such fee is paid or incurred by the Mortgagee, the same shall be an additional debt secured by this mortgage, immediately due and payable. The Mortgagors agree to pay all costs of collecting or securing or attempting to collect this mortgage, including an attorney's fee of 15% of the balance due hereunder for any attorney employed by the Mortgagee.

5. Mortgagors agree to protect said premises and the improvements thereon from waste, and to keep the same in a good

condition and state of repair. Mortgagors do herewith agree that no structural change to or upon improvements upon the above described property shall be made without the prior written consent of the Mortgagee.

6. Mortgagors may not sell, transfer, convey or assign all or any part of the property conveyed hereby, or any portion thereof, while this mortgage is outstanding, without first obtaining the written consent of the Mortgagee thereto, and if Mortgagors shall transfer, sell, convey, assign or attempt to transfer, sell, convey or assign the property conveyed by this mortgage without prior payment in full of this mortgage, then Mortgagee shall have the privilege and option within thirty (30) days of receipt of notice of such sale or conveyance, or attempt to sell and convey, to declare this mortgage in default, and the entire indebtedness hereby secured shall at the option of Mortgagee become immediately due and payable, and Mortgagee shall have the right to proceed with the sale of the property under the foreclosure provisions of this mortgage. A failure by Mortgagee to exercise such option shall not constitute waiver of its rights to exercise such option. On further sales or conveyances of same, this provision shall apply to each successive sale or conveyance or attempt to sell or convey the mortgaged property.

7. If the Mortgagors shall fail to pay any part of any payment when due hereunder, or breach or fail to do or perform any other covenant, agreement, act or thing herein required or agreed to be done or performed, or required by the note evidencing the said indebtedness or by any of the terms hereof, or if one of the Mortgagors should die, or if any petition of any kind is filed relative to the Mortgagors in a Bankruptcy Court of the United States, in any such event, the whole indebtedness hereby secured shall, at the option of the Mortgagee, without notice, become immediately due and payable, and the Mortgagee shall have the right, after or without taking possession of said property, to sell same at public sale after giving thirty (30) days notice of the time and place of such sale by publishing such notice once a week for three successive weeks in a newspaper published in said County.

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