Inst. ● 2000-18415

——————— [Space Above This Line For Recording Data] ———————

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **May 31, 2000.** The grantor is **Sunny R. Clowdus, an unmarried person** ("Mortgagor" whether one or more). This Security Instrument is given to **Joe Parker and Margaret Parker** whose address is **124 Circle Creek Drive, Leeds AL 35094** ("Mortgagee") Mortgagor owes Mortgagee the principal sum of **One Hundred Thirty-Five Thousand and 00/100** Dollars **(U.S.$ 135,000.00).** This debt is evidenced by Mortgagor's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **June 1st, 2010** This Security Instrument secures to Mortgagee: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Mortgagor's covenants and agreements under this Security Instrument and the Note. For this purpose, Mortgagor does hereby mortgage, grant and convey to Mortgagee and Mortgagee's successors and assigns, with power of sale, the following described property located in **Shelby** County, Alabama

See Exhibit "A" Attached Hereto for Legal Description

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which has the address of **Shelby County Highway 41, Dunnavant, Alabama 35094.**
("Property Address")

TO HAVE AND TO HOLD this property unto said Mortgagee, Mortgagee 's successors, heirs and assigns, forever, and for the purpose of further securing the payment of said indebtedness, Mortgagor agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the Mortgagee may at the Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagor agrees to keep 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 Mortgagor fail to keep said property insured above specified, or fail to deliver said insurance policies to said Mortgagee, then 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 the date of payment by said Mortgagee or assigns, and be at once due and payable.

Together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at his/her/their option require immediate payment in full of all sums secured by this Security Instrument.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Security Instrument. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Security Instrument without further notice or demand on Mortgagor.

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 said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or 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 shall be subject to foreclosure as now provided at 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 (21) 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 Courthouse door of said County (or 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 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 the sale, and Fourth, the balance, in any fully matured at the date of said sale, but no interest shall be collected beyond the day of the sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and, the Mortgagor further agree that said Mortgagee, agents and assigns may bid at said sale and purchase said property, if the highest bidder therefor, and the Mortgagor further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for foreclosure of this Mortgage in Chancery, should the same be so foreclosed, said fee to be part of the debt hereby secured.

MORTGAGOR COVENANTS that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms contained in this Security Instrument.

Witnesses:

_______________________ _______________________ (Seal)
Sunny R. Clowdus - Mortgagor

_______________________ _______________________ (Seal)
- Mortgagor

_______________________ _______________________ (Seal)
- Mortgagor

_______________________ _______________________ (Seal)
- Mortgagor

_______________(Space Below This Line For Acknowledgment)_______________

STATE OF ALABAMA, SHELBY COUNTY ss:

On this **31st** day of **May, ~~1999~~** 2000, I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that **Sunny R. Clowdus, an unmarried person** whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me that, being informed of the contents of said conveyance, he/she executed the same voluntarily and as his/her act on the day the same bears date.

Given under my hand and seal of office this **31st** day of **May, ~~1999~~** 2000

(AFFIX SEAL)

Notary Public
My Commission expires: **09/21/02**

Loan #
File #: 00027RB
This instrument was prepared by:
W. Russell Beals, Jr., Attorney at Law
BEALS & ASSOCIATES, P.C.
200 Cahaba Park South, Suite 104
Birmingham, Alabama 35242

EXHIBIT "A"

Commence at the NE corner of the NE 1/4 of the SE 1/4 of Section 8, Township 18 South, Range 1 East; thence run Southerly along the east line thereof for 996.8 feet to an iron rod; thence 89°55'02" right run Westerly for 1330.48 feet to an iron pipe; thence 90°12'55" right run Northerly for 1019.60 feet to the NW corner of said 1/4-1/4 section; thence 0°40'44" left run Northerly along the west line of the SE 1/4 of the NE 1/4 of said Section for 443.51 feet; thence 90°16'57" right run Easterly for 1330.38 feet to the east line of last said 1/4-1/4 section; thence 90°01'19" right run Southerly for 470.50 feet to the point of beginning.

LESS AND EXCEPT A 45 FOOT EASEMENT DESCRIBED AS FOLLOWS:

Commence at the NE corner of the NE 1/4 of the SE 1/4 of Section 8, Township 18 South, Range 1 East; thence run Southerly along the east line thereof for 996.80 feet; thence 89°55'02" right run Westerly for 592.90 feet to the point of beginning; thence continue last described course for 737.58 feet; thence 90°12'55" right run Northerly for 45.0 feet; thence 89°39'20" right run Easterly for 751.80 feet; thence 107°38'47" right run Southwesterly for 48.0 feet to the point of beginning.

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