

This instrument was prepared by:

Inst # 2000-30768

VERNON N. SCHMITT, ATTORNEY AT LAW

P. O. BOX 521, LEEDS, AL 35094

09/06/2000-30768
04:05 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
134.00

MORTGAGE

STATE OF ALABAMA}
SHELBY COUNTY}

KNOW ALL MEN BY THESE PRESENTS: That Whereas, JAMES H. MOORE, AND WIFE, DARTHY M. MOORE, (hereinafter called "Mortgagors", whether one or more) are justly indebted, to BOBBIE F. MILLER, JULIA ANN MERCER, ROBERT ALLEN MOORE, JOHN E. MOORE, AND MICHAEL D. MOORE, (hereinafter called "Mortgagee", whether one or more), in the sum of Eighty Thousand and no/100 Dollars (\$80,000.00), evidenced by one promissory note of even date executed contemporaneously herewith for the principal amount of \$80,000.00, bearing no interest per annum from date hereof due and payable on or before January 15, 2001, however, mortgagors shall have a thirty (30) day grace period following January 15, 2001, before foreclosure can commence.

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, JAMES H. MOORE AND WIFE, DARTHY M. MOORE, 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:

Commence at the Southwest corner of the Southeast quarter of the Northeast quarter of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama, thence run Northerly along the West line of said quarter-quarter 649.09 feet to a point, Thence turn an angle of 91 degrees 42 minutes 47 seconds right and run Easterly a distance of 687.10 feet to a point, thence turn an angle of 80 degrees 11 minutes 29 seconds left and run Northeasterly a distance of 237.39 feet to the point of beginning of the property being described, thence continue along last described course a distance of 55.18 feet to a point, thence turn an angle of 18 degrees 55 minutes 50 seconds to the left and run Northerly a distance of 90.06 feet to a point, thence turn an angle of 80 degrees 52 minutes 41 seconds left and run Westerly a distance of 295.98 feet to a point, thence turn an angle of 90 degrees 0 minutes to the left and run Southerly a distance of 143.29 feet to a point, thence turn an angle of 90 degrees 0 minutes left and run Easterly a distance of 300.81 feet to the point of beginning, containing 1.0 acre and subject to all agreements of probated record. There is an access easement along and contiguous with the East lines of this property, being 15.0 feet in width and parallel with the said Eastern lines (2) of this description.

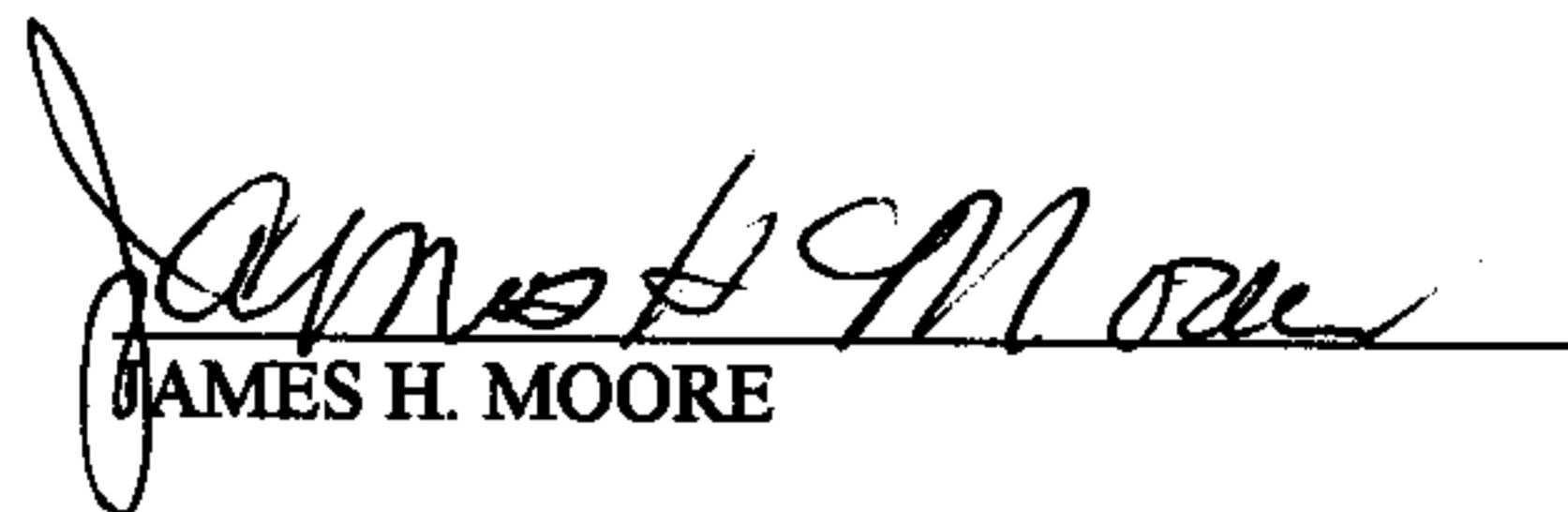
To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs and assigns forever, and for the purposes of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises and should 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,

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assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specifically 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 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 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 attorneys' 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 JAMES H. MOORE AND WIFE, DARTHY M. MOORE has hereunto set his signature and seal this 5 day of September 2000.

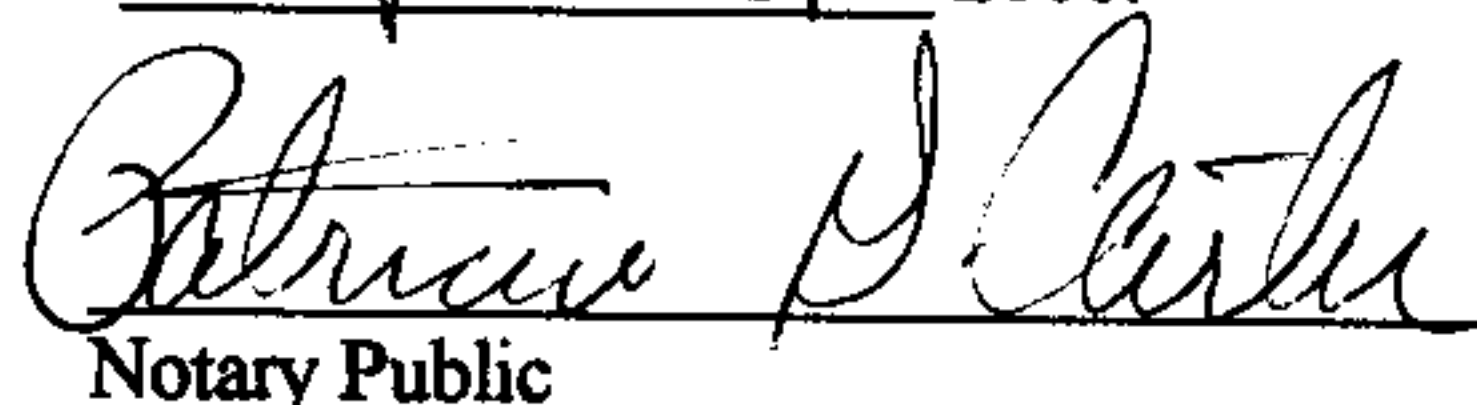

JAMES H. MOORE


DARTHY M. MOORE

STATE OF ALABAMA}
Shelby COUNTY}

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JAMES H. MOORE AND WIFE, DARTHY M. MOORE, whose names are signed to the foregoing mortgage and who are known to me, acknowledged before me on this day that, being informed of the contents of the mortgage, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of September 2000.


Notary Public

My Commission Expires DEC. 21, 2002

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SHELBY COUNTY JUDGE OF PROBATE
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