

This instrument was prepared by

(Name) Joe A. Scotch

(Address) Birmingham, Alabama

MORTGAGE- AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA
COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Changiz Gaviri, an unmarried man

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

Wayne J. Scotch and Joe A. Scotch, Jr.

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

of Sixty-Six Thousand NO/100 - - - - - Dollars
(\$ 66,000.00), evidenced by one promissory note of even date herewith and
payable according to the terms of said note.

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,

Changiz Gaviri, and unmarried man

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:

ATTACHED AS EXHIBIT 1

Cabela Title, Inc.

Inst # 2000-37406

10/30/2000-37406
08:29 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 HMB 116.00

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 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 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

have hereunto set *his* signature and seal, this *8th* day of *August*, *2000*

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

THE STATE of *Alabama* }
Shelby COUNTY }

I, *Deborah W Corcoran*, a Notary Public in and for said County, in said State, hereby certify that *Changiz Gaviri*

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 *8th* day of *August*, *2000*

Deborah W Corcoran Notary Public.

THE STATE of _____ }
 _____ COUNTY }

I, _____, a Notary Public in and for said County, in said State, hereby certify that

whose name as _____ of _____ a corporation, 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.

Given under my hand and official seal, this the _____ day of _____, 19 _____, Notary Public

Return to:

TO

MORTGAGE DEED

This form furnished by



EXHIBIT 1

Parcel A

The Southwest Quarter of the Southwest Quarter of Section 7, Township 20, Range 1 West, situated in Shelby County, Alabama.

Parcel B

A parcel of land situated in the NW 1/4 of the SW 1/4 of Section 7, Township 20 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SE corner of the NW 1/4 of the SW 1/4 of Section 7, Township 20 South, Range 1 West; said point also being the point of beginning; thence North 2 deg. 35' 14" East and along the East line of said 1/4 1/4 Section a distance of 1202.93 feet to a point on the South right-of-way line of Shelby County Road 36 (80' R.O.W.), said point also being a point on a curve to the right having a central angle of 0 deg. 15' 56", a radius of 479.64 feet and subtended by a chord which bears N 71 deg. 01' 55" West a chord distance of 2.22 feet; thence along said curve and said right-of-way line a distance of 2.22 feet to its point of intersection with the Easterly right-of-way line of Shelby County Road 336 (Prescriptive R.O.W.), said point also being the beginning of a curve to the left having a central angle of 5 deg. 58' 54", a radius of 960.94 feet and subtended by a chord which bears South 6 deg. 17' 36" West a chord distance of 100.56 feet; thence along said curve and along said right-of-way line a distance of 100.60 feet to the end of said curve; thence South 1 deg. 41' 12" West along said right-of-way line a distance of 209.48 feet to the beginning of a compound curve to the right having a central angle of 65 deg. 19' 18", a radius of 368.21 feet and subtended by a chord which bears South 32 deg. 47' 00" West a chord distance of 397.42 feet; thence along said curve and along said right-of-way line a distance of 419.79 feet to the end of said curve; said point also being the beginning of a curve to the right having a central angle of 9 deg. 56' 45", a radius of 1853.78 feet and subtended by a chord which bears South 71 deg. 41' 48" West a chord distance of 321.39 feet; thence along said curve and along said right of way line a distance of 321.79 feet to the end of said curve; thence South 76 deg. 00' 11" West along said right-of-way line a distance of 386.54 feet; thence South 2 deg. 10' 55" West and leaving said right-of-way line a distance of 350.87 feet to a point on the South line of said 1/4 1/4 Section; thence South 89 deg. 06' 26" East along said 1/4 1/4 line a distance of 873.35 feet to the point of beginning. Said parcel of land containing 9.95 acres, more or less, according to survey dated May 14, 1999 of Robert C. Farmer, PLS No. 14720.

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