

This instrument was prepared by

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Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA }  
COUNTY Shelby }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

John Gray, a married individual

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

Robert J. Dow

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

of One Hundred Eighteen Thousand and No/100ths Dollars  
(\$ 118,000.00 ), evidenced by a note of even date.

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,

John Gray

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

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

Mortgagors agree to provide proof of hazard insurance with paid receipt upon request of Mortgagee. Mortgagors also agree to provide Mortgagee with a copy of a paid receipt of the property taxes every year prior to December 15. Failure to comply with the forgoing shall constitute a default under the terms of this mortgage.

This mortgage obligation cannot be assumed without the prior approval by the mortgage holder. Said approval must be obtained in writing prior to the assumption of this mortgage. If the property which is the subject of this mortgage and note executed simultaneously herewith is transferred without the mortgage holder's prior approval as specified above, the mortgagee has the option to declare the entire balance of the indebtedness due and payable. THE MORTGAGEE MAY CHOOSE NOT TO ALLOW THIS LOAN TO BE ASSUMED.

Subject property does not constitute the homestead of the Mortgagor herein as defined by the Code of Alabama.

Inst # 2000-41680

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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

John Gray

have hereunto set my signature and seal, this 1st day of December, 2000

*[Handwritten signature of John Gray]*

John Gray

(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

THE STATE of Alabama }  
Shelby COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John Gray, a married individual

whose name 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 the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of December, 2000.  
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 FROM  
Lawyers Title Insurance Corporation  
Title Guarantee Division  
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

EXHIBIT "A"

PARCEL I:

Lot 2-C, according to a Resubdivision of Lots 2 and 3, Saginaw Industrial Park, as recorded in Map Book 27, page 58, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH rights of access across that certain 50 foot access easement crossing Lots 2-A and 2-B of same subdivision, as shown by recorded Map.

PARCEL II: (ACCESS EASEMENT ACROSS LOT 2-A)

Said conveyance shall include the following easement being granted to grantee, it's successors and/or assigns and reserved unto grantor, it's successors and/or assigns as follows:

Including a 30 foot wide access easement for ingress, egress and utilities, lying in and being a part of the Southeast Quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, said easement being on Lot 2-A of "Resubdivision of Lots 2 & 3 Saginaw Industrial Park", as recorded in Map Book 27, Page 58 in the Office of the Judge of Probate of Shelby County, Alabama, said easement being more particularly described as follows:

For a point of beginning, commence at the SW corner of Lot 2-A of "Resubdivision of Lots 2 & 3 Saginaw Industrial Park", as recorded in Map Book 27, Page 58 in the Office of the Judge of Probate of Shelby County, Alabama, which is an iron pin; thence proceed Southeasterly along the South boundary of said Lot 2-A for 275.62 feet to the Southeast corner of said Lot 2-A; thence turn a deflection angle to the left of 78°16'39" and proceed Northeasterly, along the East line of said Lot 2-A for 30.64 to a point; thence turn a deflection angle to the left of 101°43'21" and proceed Northwesterly, 30 feet North of and parallel to the South line of said Lot 2-A, for 279.97 feet to a point on the East right-of-way margin of Shelby County Highway #26, said right-of-way following a curve to the West, said curve having a central angle of 1°43'52" and a radius of 994.93 feet; thence turn a deflection angle to the left of 87°17'22" to the tangent of said curve and proceed Southwesterly along the arc of said curve, and along said East right-of-way margin for 30.06 feet to the point of beginning.

PARCEL III: (ACCESS EASEMENT ACROSS LOT 2-C)

Said conveyance shall include the following easement being granted to grantee, it's successors and/or assigns and reserved unto grantor, it's successors and/or assigns as follows:

An access easement for ingress, egress and utilities, lying in and being a part of the Southeast quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, said easement being on Lot 2-C of "Resubdivision of Lots 2 & 3 Saginaw Industrial Park", as recorded in Map Book 27, Page 58 in the Office of the Judge of Probate of Shelby County, Alabama, said easement being more particularly described as follows:

For a point of beginning, commence at the SE corner of Lot 2-A of "Resubdivision of Lots 2 & 3 Saginaw Industrial Park", as recorded in Map Book 27, Page 58 in the Office of the Judge of Probate of Shelby County, Alabama, which is an iron pin; thence proceed Northeasterly along the West boundary of Lot 2-C of said "Resubdivision of Lots 2 & 3 Saginaw Industrial Park" for 30.64 feet to a point on a curve to the South, having a central angle of 115°38'57", and a radius of 26.08 feet; thence turn a deflection angle to the right of 78°16'39" to the tangent of said curve and proceed Southwesterly along the arc of said curve for 52.65 feet to a point, thence tangent to said curve proceed for 185.41 feet to a point on the South boundary of said Lot 2-C; thence turn a deflection angle to the right of 78°20'09" and proceed Northwesterly, along the South boundary of said Lot 2-C for 39.30 feet to the Westernmost corner of said Lot 2-C, which is an iron pin; thence turn a deflection angle to the right of 90°50'55" and proceed along the West boundary of said Lot 2-C for 78.63 feet to an iron pin; thence turn a deflection angle to the right of 50°59'30" and proceed along the West boundary of said Lot 2-C for 36.03 feet to an iron pin; thence turn a deflection angle to the left of 40°22'54" and proceed along the West boundary of said Lot 2-C for 61.19 feet to an iron pin; thence turn a deflection angle to the right of 0°47'59" and proceed along the West boundary of said Lot 2-C for 21.18 feet to the point of beginning.

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