

## **MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS:** That Whereas, **John B. McRee and Cindy H. McRee** hereinafter called "Mortgagors", is justly indebted to **Nadine Rose Hamilton**, hereinafter called "Mortgagee", in the sum of Forty-Three Thousand Five Hundred Fifty Six Dollars and Ninety Two Cents (\$43556.92), evidenced by Real Estate Mortgage Note filed simultaneously herewith; 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 and for this purpose, said Mortgagors, and all others executing this mortgage, do hereby mortgage, grant and convey unto the Mortgagee the following described real estate, situation in Shelby County, Alabama, to-wit:

(See Exhibit A Attached hereto for legal description)

This mortgage is secondary to a first mortgage of record to Bank One.

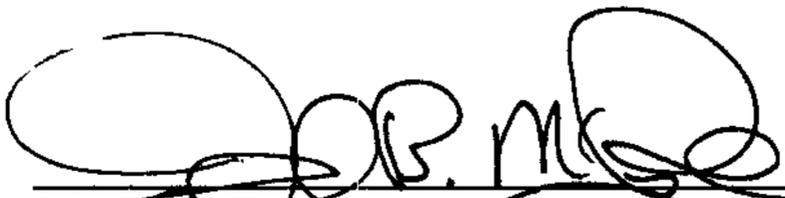
**TO HAVE AND TO HOLD** the above granted property unto the said Mortgagee, Mortgagee's successors, heirs and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and 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 insure as above specified, or fail to deliver 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 Mortgage for taxes, assessments or insurance, shall become a debt

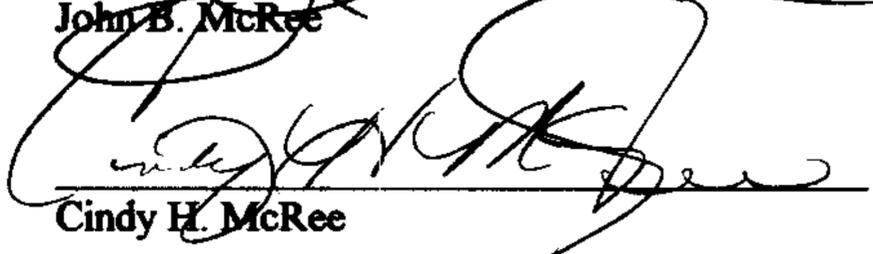
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**SHELBY COUNTY JUDGE OF PROBATE**  
**004 MEL 88.40**

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 consideration, 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 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 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 further agreed that said matured at the date of said sale, but no interest shall be further agreed that said Mortgagee to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in chancery, should their same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned have hereunto set their signatures and seals this the 13<sup>th</sup> day of MARCH, 2001.

  
\_\_\_\_\_  
John B. McRee

  
\_\_\_\_\_  
Cindy H. McRee

**ACKNOWLEDGMENT**

**STATE OF ALABAMA  
COUNTY OF JEFFERSON**

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that John B. McRee and Cindy H. McRee, the Mortgagors herein, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that, being informed of the contents of such instrument, executed the same voluntarily.

Given under my hand and official seal this the 13<sup>th</sup> day of MARCH, 2001.



\_\_\_\_\_

Notary Public

Commission expires: 3-24-01

**THIS MORTGAGE PREPARED BY:**

**CINDEE DALE HOLMES  
Attorney at Law  
1909 Fifth Avenue North  
Suite 200  
Birmingham, AL 35203**

**EXHIBIT "A"**

Lot 334, according to the Survey of Highland Lakes, 3rd Sector, Phase V, an Eddleman Community, as recorded in Map Book 24, page 60 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Together with nonexclusive easement to use the private roadways, common areas, all as more particularly described in the declaration of Easements and Master Protective Conveyance for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument #1996-17543 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 3rd Sector, Phase V recorded as Instrument #1998-29633 in the Probate Office of Shelby County, Alabama (which together with all amendments thereto is hereinafter collectively referred to as the "Declaration").

Inst # 2001-09239

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