

This instrument was prepared by

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Birmingham, Alabama 35244



Jefferson Land Title Services Co., Inc.

318 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8020

BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Mississippi Valley Title Insurance Company

MORTGAGE--

STATE OF ALABAMA

Shelby

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Russell L. Brooks and Gina Brooks, husband and wife

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

Douglas Matlock and Virginia Matlock

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

of One hundred fifty one thousand and no/100th----- Dollars
(\$ 151,000.00), evidenced by mortgage note

Inst # 2001-18072

05/07/2001-18072
03:15 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 MEL 243.50

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, Russell L. Brooks and Gina Brooks

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 legal description Exhibit "A"

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.

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

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; 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 their signature and seal, this 4th day of May, 1901

Russell L. Brooks (SEAL)
Gina Brooks (SEAL)

THE STATE of Alabama }
Shelby COUNTY }

I, the undersigned, hereby certify that Russell L. Brooks and Gina Brooks, a Notary Public in and for said County, in said State, whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of May, 1901

THE STATE of _____ }
COUNTY _____ }
I, _____, a Notary Public in and for said County, in said State, hereby certify that

COURTNEY H. MASON, JR.
MY COMMISSION EXPIRES MARCH 5, 2003

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

Recording Fee \$
Deed Tax \$

This form furnished by

Jefferson Land Title Services Co., Inc.

316 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8020

BIRMINGHAM, ALABAMA 36201

AGENTS FOR

Mississippi Valley Title Insurance Company

EXHIBIT "A"

Parcel I

Commence at the Southeast corner of the Northeast quarter of the Southeast quarter of Section 16, Township 19 South, Range 2 West; thence from the East line of said quarter-quarter, turn an angle to the left of 44 degrees 09 minutes and run in a Northwesterly direction a distance of 974 feet to the point of beginning; thence turn an angle to the left of 91 degrees 00 minutes and run in a Southwesterly direction a distance of 218.81 feet; thence turn an angle to the right of 91 degrees 21 minutes and run in a Northwesterly direction a distance of 381.70 feet; thence turn an angle to the right of 49 degrees 15 minutes 24 seconds and run in a Northwesterly direction a distance of 99.61 feet; thence turn an angle to the left of 48 degrees 56 minutes 06 seconds and run in a Northwesterly direction a distance of 207.93 feet to it's intersection with the Southeast right-of-way line of Valley Dale Road; thence turn an angle to the right of 65 degrees 14 minutes 45 seconds and run in a Northeasterly direction along the Southeasterly right-of-way line of Valley Dale Road a distance of 22.02 feet; thence turn an angle to the right of 65 degrees 14 minutes 45 seconds and run in a Southeasterly direction a distance of 207.81 feet; thence turn an angle to the right of 48 degrees 56 minutes 06 seconds and run in a Southerly direction a distance of 99.53 feet; thence turn an angle to the left of 49 degrees 15 minutes 24 seconds and run in a Southeasterly direction a distance of 222.73 feet; thence turn an angle to the left of 91 degrees 21 minutes and run in a Northeasterly direction a distance of 197.89 feet; thence turn an angle to the right of 91 degrees 00 minutes and run in a Southeasterly direction a distance of 149.31 feet to the point of beginning. Situated in Shelby County, Alabama.

Parcel II

Commence at the Southeast corner of the Northeast quarter of the Southeast quarter of Section 16, Township 19 South, Range 2 West; thence from the East line of said quarter-quarter turn in an angle to the left of 44 degrees 09 minutes and run in a Northwesterly direction a distance of 1,148.31 feet; thence turn in an angle to the left 91 degrees 00 minutes and run in a Southwesterly direction for a distance of 218.74 feet; thence turn in an angle to the left of 88 degrees 39 minutes and run in a Southeasterly direction for a distance of 36.33 feet for the point of beginning. From the point of beginning, thus obtained continue along last described course for a distance of 40 feet; thence turn an angle to the right of 105 degrees 00 minutes and

run in a Southwesterly direction for a distance of 10 feet; thence turn an angle to the right of 89 degrees 27 minutes and run in a Northwesterly direction for a distance of 38.60 feet to the point of beginning.

Parcel III

Commence at the Southeast corner of the Northeast quarter of the Southeast quarter Section 16, Township 19 South, Range 2 West; thence from the East line of said quarter - quarter, turn an angle to the left of 44 degrees 09 minutes and run in a Northwesterly direction a distance of 1,148.31 feet to the point of beginning; form the point of beginning thus obtained thence turn an angle to the left of 91 degrees, and run in a Southwesterly direction a distance of 197.47 feet; thence turn an angle to the left of 88 degrees 39 minutes and run in a Southeasterly direction for a distance of 25.01 feet; thence turn an angle to the left of 91 degrees 21 minutes and run in a Northeasterly direction for a distance of 197.89 feet; thence turn an angle to the left of 89 degrees and run in a Northwesterly direction for a distance of 25 feet to the point of beginning.

R.L.B. JJB

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