

This instrument was prepared by

(Name) Wallace, Ellis, Fowler & Head

(Address) Columbiana, AL 35051

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

James G. Alston

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

John Charles McGhee

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

of EIGHTY THOUSAND AND NO/100 DOLLARS

(\$ 80,000.00), evidenced by one promissory installment note of this date in the amount of \$80,000.00, together with interest on the unpaid portion thereof from date, at the rate of 7% per annum, payable in accordance with the terms thereof.

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 G. Alston

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:

Lot No. 4, according to Map of McDow, Walton & Harrison Subdivision to the Town of Columbiana, Alabama, as shown by map recorded in the Probate Office of Shelby County, Alabama in Map Book 3, page 153. Situated in Shelby County, Alabama

EXCEPTING AND RESERVING from this conveyance, the following:

1. A triangular parcel of land heretofore conveyed to J. Bruce Alverson and Mary Alverson described as follows: Commence at the NW corner of said Lot No. 4 according to said subdivision and run thence Southwesterly long West boundary of said Lot No. 4 a distance of 9.77 feet to a point; thence run Easterly in a straight line to NE corner of said Lot No. 4, which said point is on West boundary of Myrtle Street, which said point constitutes SE corner of Lot No. 2 according to said subdivision; thence run Northwesterly along North boundary of said Lot No. 4, 84.08 feet to point of beginning.
2. Utility permits and protective covenants of record.
3. An easement, of a uniform width of 10 feet across the North portion of the land herein conveyed, to grantors, their heirs and assigns, for pipes for natural gas, sewerage, and water, together with the right to construct, maintain, inspect, protect, repair, replace, change the size of, and remove the same, together with the right of ingress and egress on, over and through said above described easement for all purposes necessary to the exercise by grantors, their heirs and assigns.
4. The South 10 feet of uniform width off Lot No. 4, according to McDow, Walton & Harrison Subdivision, as shown by map recorded in the Probate Office of Shelby County, Alabama, in Map Book 3, page 153, as heretofore conveyed to George Starcher and Montez Starcher, in October, 1971.

Mortgagor shall have the right to prepay all or any part of the above stated indebtedness at any time, without penalty, by paying such amount of prepayment plus accrued interest, as of such prepayment date.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

Inst # 2001-28017
07/06/2001-28017
02:00 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
134.00
002 MB

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 OUR signature S and seal, this 5 day of July, 2001 xxx
.....(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 James G. Alston

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 5th day of July, 2001. ,
Lance Brasher 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

Inst # 2001-28017
07/06/2001-28017
02:00 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MB 134.00

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarante Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama