

MORTGAGE NOTE

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

\$9498

Inst # 2001-30732  
07/24/2001-30732  
11:56 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CH 31.25

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of **TAKISHA L. MOTLEY**, of **MONTEVALLO**, Alabama, the principal sum of **NINE THOUSAND FOUR HUNDRED NINETY EIGHT DOLLARS (\$9,498.00)**, with interest thereon at the rate of **0% per cent, per annum**, the principal and interest payable as follows, namely:

This note is payable in payments of **Three Thousand Dollars per month** until paid in full. The first payment shall be a partial payment which shall reflect the amounts paid at closing by the maker of this note, to wit: **\$1802.00**, which leaves a first payment of **\$1198.00**.

The principal and interest shall be payable at **Montevallo, Alabama**, or at such other place as the holder may designate.

If default is made in the payment of this NOTE, the entire principal sum and accrued interest shall at once become due and payable, without notice, at the option of the holder of this NOTE. Failure to exercise this option shall not constitute a waiver of the right to exercise this option of any subsequent defaults. In the event of default in the making of the payments as herein provided and in the event the whole of said debt is declared to be due, interest shall accrue at the rate of **6% thereafter** at the rate stated above. The interest shall not commence until after the passage of **180 days** from the date of the signing of this note.

Presentment, protest and notice are hereby waived. The drawers and endorsers of this NOTE also waive the right of exemption of personal property as provided in the Constitution and Laws of the State of Alabama, or any other State in the United States, and agree to pay all cost of collecting or securing or attempting to collect or secure this NOTE, including a reasonable attorney's fee.

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the above MORTGAGE NOTE, **TaKisha L. Motley**, hereby transfers to **Anthony L. Gray**, the following real property:

SEE ATTACHED EXHIBIT "A"

Done this the 20<sup>th</sup> day of July, 2001.

Anthony J. Gray  
Purchaser

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Mrs. Lecrecia D. Nelms and Mr. Andrew Lee Nelms, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents herein, she has executed same voluntarily on the day the same bears date.

Given under my hand and official seal this, the 19<sup>th</sup> day of July, 2001.

[Signature]  
Notary Public

My commission expires August 3, 2003.

This instrument prepared by:

MARLOW & MORRISON  
Attorney At Law  
P.O. Box 1761  
Pelham, Al. 35124  
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EXHIBIT "A"

**Beginning at the northwest corner of the southeast quarter of the southwest quarter of section 22, Township 22 south range 3 west, Shelby county, Alabama and run thence south 00 degrees 13 minutes 57 seconds east along the west line of said quarter quarter a distance of 557.04 feet to a found open top pipe corner on the north margin of Shelby county of Shelby county road no 12, thence run north 52 degrees 32 minutes 18 seconds east along the said northerly margin of said road a distance of 225.00 feet to a set rebar corner; thence run north 14 degrees 09 minutes 38 seconds west a distance of 432.72 feet to a set rebar corner on the north line of same said quarter quarter a distance of 75.00 feet to the point of beginning.**

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