

STATE OF ALABAMA     )  
                                  )  
COUNTY OF SHELBY    )

**REAL ESTATE MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS **HOBBIES OF THE HEART, L.L.C.**, a duly authorized limited liability company under the laws of the State of Alabama, hereinafter called DEBTOR, is justly indebted to **HUBERT HILTON SHIREY and PAULINE T. SHIREY, a married couple**, hereinafter called CREDITOR, in the principal sum of Ninety-Eight Thousand Three Hundred Forty Dollars and 00/cents (\$98,340.00) without interest as evidenced by a promissory note bearing even date herewith and payable in installments as follows: \$1,000.00 per month paid on the first day of each month beginning on 01 APR 00 and continuing for the next 98 consecutive months.

NOW, in order to secure the prompt payment of said note, when due, the DEBTOR for and consideration of the premises, the DEBTOR does hereby GRANT, BARGAIN, SELL AND CONVEY to the CREDITOR the following described real estate situated in Chilton County, Alabama, to wit:

*Part of Lot 398 according to Dare's Map of Calera, more particularly described as follows: Commence at a point on Section line between Sections 20 and 21, Township 22 South, of Range 2 West, 700.28 feet North of the Southwest corner of Section 21, Township 22 South of Range 2 West, which point is in the center of the Southern Railroad right-of-way, as now located; thence Northeast in said right-of-way a distance of 2798.18 feet to a point in the West line of Montgomery Avenue at Calera, Alabama, 55.55 feet North of the South line of said right-of-way of the Southern Railroad; thence South along the said West line of Montgomery Avenue at Calera, Alabama, a distance of 231 feet to the point of beginning of the property hereby conveyed; thence turning an angle of 89 degrees 17 min. to the right, go 133 feet, more or less, to an alley; thence South along said Alley 25 feet, to the Southwest corner of said Lot 398; thence Easterly 133 feet to a point in the West line of Montgomery Avenue, which point is 24.6 feet Southerly of the point of beginning of the property hereby conveyed; thence North along the West line of Montgomery Avenue, 24.6 feet to the point of beginning; said lot or parcel of land is located in the Southeast Quarter of Northwest Quarter (SE 1/4 of NW 1/4) of Section 21, Township 22 South, Range 2 West, Shelby County, Alabama, and is the same property as was conveyed to Maude Adams Cooper, Julius Gardner Cooper, Alice Josephine Petty and Elizabeth Fyfe by deed dated August 5, 1946, and recorded in Deed Book 126, Page 220 in Probate Office of Shelby County, Alabama.*

*The Southeast corner of the property above described is also located by metes and bounds as follows: Begin at the Northwest corner of the Central State Bank Building on the Easterly side of Montgomery Avenue and run thence south along the easterly line of said avenue 150.8 feet; thence turning an angle to the right of 90 degrees run Westerly across Montgomery Avenue a distance of 80 feet to the Southeast corner of the property hereinabove described. Situated in Shelby County, Alabama.*

*Also, the EASEMENT granted to L.G. Martin by Fannie Stein on November 20, 1929, for use of the party wall located along the Northerly line of said above property, as mentioned in an agreement between said parties, shown of record in Volume 65 of Deeds, at page 598 in the Probate Office of Shelby County, Alabama.*

*Lot 399 and the north half of Lot 400, according to Dare's Survey of Calera, Alabama, said lots having a frontage of 75 feet on Montgomery Avenue and extending back 133 feet to an alley; situated in Shelby County, Alabama.*

*Commence at a point on the west side of 12th street, sometimes heretofore known as Montgomery Avenue or Street, 180.9 feet South of the center of the Southern Railway which point is within 24.5 feet of the northeast corner of Lot 399 according to Dare's Map of the Town of Calera, Alabama, and which point is the center of a brick wall and*

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*the point of beginning; thence South, 89 degrees West, along the center of said wall and an extension thereof 133 feet to the east line of an alley; thence north, 1 degree West, along said alley 24 feet and 1 inch; thence north, 89 degrees east, to the center of a brick wall and thence along the center of said wall a distance of 133 feet to the west line of 12th Street; thence South along the West line of said street 24 feet and 1 inch to the point of beginning, being situated in the Town of Calera, Shelby County, Alabama.*

*Subject to an EASEMENT for a drain pipe described in deed from I. Mayer and wife to Julius B. Cooper dated April 25, 1930, and recorded in the Probate Office of Shelby County, Alabama, in Deed Book 93, page 62.*

Subject to easements, restrictions, and rights of way of record.

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

This Mortgage prepared without the benefit of a title search or survey. Legal description was provided by the CREDITOR.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the CREDITOR forever. And the DEBTOR does hereby covenant with the CREDITOR, and the heirs and assigns of the CREDITOR, that the DEBTOR is lawfully seized in fee simple of said premises; that the said premises are free of and from all encumbrances except as otherwise noted above; and that the DEBTOR will warrant and forever defend the same against the lawful claims and demands of all persons.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS NEVERTHELESS, that is to say. If the DEBTOR shall well and truly pay, or cause to be paid, the said promissory note, and each and every installment thereof, when due, and all other amounts which may become due hereunder when such become due, then this conveyance shall become null and void. But should the DEBTOR fail to pay said note, or any installment thereof when due, or shall fail to pay any other sums that become due hereunder when due, then all of said indebtedness shall become due and payable at once, at the option of the CREDITOR. However, failure of the CREDITOR to enforce this provision as to one or more delinquent installments or other amounts due hereunder shall not be waiver of the right to subsequently invoke such provision. Upon any such default by the DEBTOR, the CREDITOR or the successors, heirs, assigns, agents, or attorneys of the authorized and empowered to sell the said property hereby conveyed at auction for cash at the Courthouse door of the County in which said property is situated, after first having given notice thereof for three (3) weeks by publication in any newspaper then published in the county in which said property is situated, and to execute a property conveyance to the purchaser and out of the sale proceeds to the CREDITOR shall first pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note and interest thereon and any sums advanced by the CREDITOR for taxes, assessments, insurance, and other encumbrances, if any. The balance, if any, shall be paid over to the DEBTOR. In the event of such sale, the CREDITOR, or the successors, assigns, agents or attorneys of the CREDITORS, are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance and any such sale, and the auctioneer or person making the sale is empowered and directed to make and execute a deed to the purchaser at such sale in the name of the DEBTOR.

It is also agreed that in case the CREDITOR, or the heirs, successors or assigns OF the CREDITOR, see fit to foreclose this mortgage in a court having proper jurisdiction, that the DEBTOR will pay a reasonable attorney's fee for the bringing and prosecution of such foreclosure action and for any appeals therefrom, together with all costs of litigation incurred by the CREDITOR, all of which shall be and constitute a part of the debt hereby secured.

The DEBTOR specially waives all exemptions which DEBTOR now or hereafter may be entitled to under the Laws and Constitution of the State of Alabama in regard to the collection of the debt secured hereby.

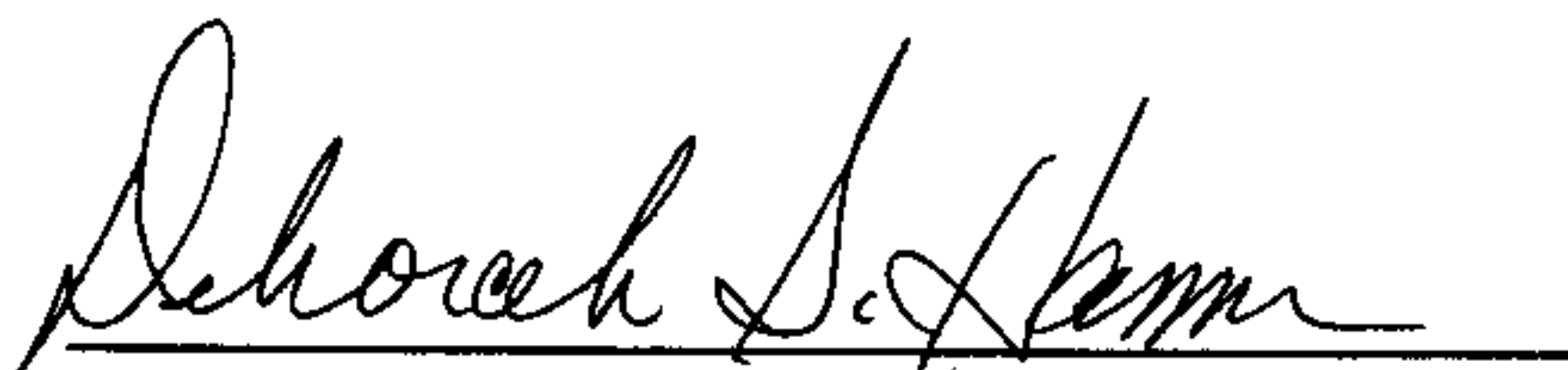
The DEBTOR agrees to keep the property in good repair, normal wear and tear excepted, and further agrees to keep said property insured against fire, hail, flood, and windstorm with good

and responsible companies acceptable to the CREDITOR for not less than an amount equal to the principal amount of this mortgage debt, and to have each such policy payable to the CREDITOR, as the CREDITOR'S interest may appear in said property, and further agrees to deliver copies of such paid-up policies to the CREDITOR. Should the DEBTOR fail to insure said property, then the CREDITOR is hereby authorized to do so, and the premiums so paid by the CREDITOR shall be and constitute a part of the debt secured hereby.

The DEBTOR agrees to pay all taxes and assessments, general or special, levied upon such property before such become delinquent. Should the DEBTOR fail to pay any such taxes or assessments before they become delinquent, then the CREDITOR is hereby authorized to do so, and all such payments shall thereupon constitute a part of the debt secured hereby.

Should the DEBTOR fail to procure proper insurance, or fail to pay any taxes or assessments, as hereinabove provided, and should the CREDITOR pay the same, then the DEBTOR shall be deemed to have materially breached the terms of this instrument if the DEBTOR fails to reimburse the CREDITOR for the same plus interest at the maximum rate permitted by Alabama law within ten (10) days after the CREDITOR gives the DEBTOR written demand by first class mail of the amounts due.

IN WITNESS THEREOF, the DEBTOR has executed this Mortgage with seal affixed on the 23 day of MAR., 2000, at Calera, Alabama.



**HOBBIES OF THE HEART, L.L.C.**

**By An Authorized Agent  
DEBTOR**

STATE OF ALABAMA     )  
                                      )  
COUNTY OF SHELBY    )

**ACKNOWLEDGEMENT**

I, the undersigned, a Notary Public, hereby certify that DEBBIE HAMM, whose name is signed to the foregoing Mortgage in her capacity as Manager of Hobbies of the Heart, L.L.C., who is known to me acknowledged before me on this day, that, being informed of the contents of the Mortgage, it was executed voluntarily on the day the same bears date.

23 GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 23 day of MAR., 2000.



**NOTARY PUBLIC**

My Commission Expires: 24 JAN, 2004

Inst # 2002-02828

01/16/2002-02828  
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