

## MORTGAGE

THIS MORTGAGE entered into and between **John C. Jones, Jr.**, hereinafter called "Grantor", and **Margaret P. Jones**, hereinafter called "Grantee",

WITNESSETH:

That, whereas, **John C. Jones, Jr.** is indebted to **Margaret P. Jones** in the sum of Fifteen Thousand Dollars (\$15,000.00) as shown by one promissory note dated September 1, 1999, drawn to the order of Margaret P. Jones in the principal sum of \$15,000.00, and due and payable in installments with interest as set forth in the promissory note executed herewith, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2009. Grantee herein reserves the right to renegotiate and to adjust the interest rate of said note annually or on its maturity date and upon any renewals or extensions of said note. Payment shall be first credited to the earned interest, and the balance shall be applied to the unpaid principal balance; and if any installment becomes due and is unpaid on its due date, the total balance then remaining unpaid shall be due and payable at the option of the Grantee.

In the event the subject property is sold or transferred while there is any balance unpaid of the indebtedness referred to above, then, the total balance of said debt shall become due and payable, together with any interest, and the mortgagee/grantee may foreclose on this mortgage, unless prior written consent for such transfer is given by said mortgagee/grantee.

Now, in order to better secure the payment of the indebtedness described above, together with the interest and costs which may accrue thereon, **John C. Jones, Jr.** does hereby and herein mortgage and convey unto the said **Margaret P. Jones**, her successors and assigns forever, the following described lot or parcel of land, with the improvements thereon, situated in Shelby County, Alabama, to wit:

Lot #41, according to the Amended Map of Greystone Highlands, Phase 2, as recorded in Map Book 19, page 25 in the Office of the Judge of Probate of Shelby County, Alabama.

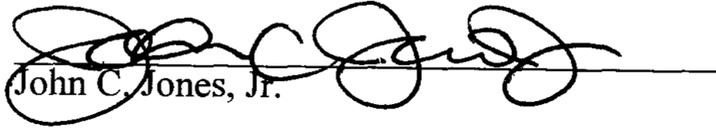
This property was transferred to Stephanie Jones, John C. Jones, Jr. and Deborah L. Swanson, as shown by Warranty Deed recorded in Book \_\_\_\_\_ at page \_\_\_\_\_.

Parcel #09-3-05-0-003-041

Now, the conditions of this mortgage are, however, that, if the above mentioned indebtedness, together with the interest and costs which may accrue thereon, are paid on or before same becomes due, then and in that event this note and mortgage shall be null and void, otherwise to remain in full force and effect.

In the event the note and/or mortgage securing said note is placed in the hands of an attorney for collection, or suit is brought thereon, or in case of litigation of third parties to protect the lien of the Grantee, the undersigned agrees to pay reasonable attorney's fees, expense of collection and cost of suit to the extent permitted by applicable law.

WITNESS my hand this 11<sup>th</sup> day of April, 2002.

  
John C. Jones, Jr.

STATE OF ILLINOIS  
COUNTY OF DuPage



I, Leticia Garcia, a Notary Public in and for the state and county aforesaid, do hereby certify that the foregoing instrument was this day produced to me in my county by John C. Jones, Jr., who acknowledged the execution thereof to be his free act and deed, for the purposes therein expressed.

WITNESS my hand and seal of office, this 11<sup>th</sup> day of APRIL, 2002.

SEAL

  
Notary Public

My Commission Expires:

12-8-03

THIS INSTRUMENT PREPARED BY:

  
KARL F. IVEY, ATTORNEY  
P.O. BOX 1260  
FULTON, KENTUCKY 42041