

This instrument was prepared by
Mitchell A. Spears
Attorney at Law
Post Office Box 119 205/665-5102
Montevallo, AL 35115-0119 205/665-5076

MORTGAGE

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas, **Tammy Cuthbert, a married woman**, (herein called "Mortgagors", whether one or many) are justly indebted to **B C Crocker and Larry Crocker**, (herein called "Mortgagee", whether one or many), in the sum of **One Hundred Two Thousand Four Hundred Fifty Five Dollars and 45/100 (\$102,455.45)**, evidenced by Promissory Note executed in favor of A. C. Crocker (also known as Arvis C. Crocker) dated July 21, 2000, and assigned to Mortgagees herein by said A. C. Crocker on August 23, 2001.

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, **Tammy Cuthbert**, 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:

Begin at the center of Section 3, Township 24 N, Range 12 E, and run S 89 deg. 15 min. W 900 feet; thence N 19 deg. 45 min. W 557 feet; thence N 17 deg. 30 min. W 282.0 feet to S boundary of Sou. Railway for point of beginning; thence S 17 deg. 30 min. E a distance of 50.2 feet to N boundary of highway 25; thence N 71 deg. 34 min. E a distance of 338.3 feet to the arc of a curve turning to the right and forming a portion of the N boundary of said highway and said arc being subtended by a chord bearing N 85 deg. 53 min. E and having a length of 512.3 feet; thence along said arc 517.7 feet; thence N 4 deg. 09 min. E 17.45 feet to intersection with a curve forming the S boundary of Middle Street Viaduct, the arc of said curve is subtended by a chord bearing N 64 deg. 33 min. W and having a length of 237.5 feet; then E along said arc 244.3 feet; thence S 71 deg. 32 min. W and along S boundary of Southern RW a distance of 425.2 feet to point of beginning. There is EXCEPTED herefrom a parcel of land off the easterly side of the above described land, being 237.6 feet along the southwesterly right of way line of Middle Street Viaduct and running 185.0 feet along the north right-of-way of Alabama Highway 25 and being more particularly described in that certain deed from Victor Scott Construction Co., Inc. to William G. Dobson and Christine G. Dobson, recorded in Deed Book 257, page 386, in the Probate Office of Shelby County, Alabama.

THIS MORTGAGE IS SECOND AND SUBSERVIENT TO THAT CERTAIN MORTGAGE EXECUTED IN FAVOR OF CENTRAL STATE BANK, PURSUANT TO MORTGAGE RECORDED AT INSTRUMENT #1996-15473, IN THE OFFICE OF THE PROBATE JUDGE, SHELBY COUNTY, ALABAMA.

THE ABOVE DESCRIBED REAL ESTATE DOES NOT CONSTITUTE THE HOMESTEAD PROPERTY OF MORTGAGOR, NOR THAT OF HER SPOUSE, NEITHER IS IT CONTIGUOUS THERETO.

Said property is warranted free from all encumbrances 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 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; lightening 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 inure 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 sums 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 encumbrance 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 subject to foreclosure as now provided by the 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 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 encumbrances, 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, **Tammy Cuthbert**, has hereto set his signature and seal, this 10 day of July, 2002.

Tammy Cuthbert (SEAL)
TAMMY CUTHBERT

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Tammy Cuthbert**, 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 she executed the same voluntarily on the say the same bears date.

Given under my hand and official seal this 10th day of July, 2002.

[Signature]
Notary Public
My Commission Expires: 8/13/05