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(Name)	Judy Her	ron							0918000 ₁	449960 l	Pg 1/3	18.00 bate,AL	
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STATE OF	ALABAMA												
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Complete Title (File)

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee, Mortgagee's successors and assigns forever, and for the purpose of further securing the payment of said indebtedness, the undersigned agree to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of the same, the said Mortgagee may at Mortgagee's option pay off the same, and to further secure said indebtedness, Mortgagors agree to the extent not prohibited by law, 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 promptly deliver said policies, or renewal of said policies to said Mortgagee; and if undersigned fail to keep said premises 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 premises 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 to the extent not prohibited by law bear interest at the lawful rate from date of payment by said Mortgagee, or assigns, and be at once due and payable. In the event of any casualty loss, Mortgagors direct any Insurer to pay holder directly to the extent of holder's interest and appoints holder as attorney in fact to endorse any draft, to the extent not prohibited by law.

Upon condition, however, that if said Mortgagors pay said indebtedness, and reimburse said Mortgagee or assigns for any amounts Mortgagee 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 premises become endangered by reason of the enforcement of any 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 less any required refunds shall at once become due and payable, without notice and demand, and this mortgage shall 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 successive weeks, the time, place, and terms of sale, together with a description of the premises, by publication in some newspaper published in the County or Counties in Alabama in which the aforesaid real estate is situated and to sell the same, free of exemptions, 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 Counties, (or the division thereof) where said premises is located, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including reasonable attorney's fees as permitted by law and provided for herein; Second, to the payment of any amounts that may have been expended, or that it may be necessary to expend, in paying insurance, taxes, assessments, 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 the sale; Fourth, the balance, if any, to be turned over to the said Mortgagors and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said premises, if the highest bidder therefor; and the undersigned further agree where the amount financed exceeds \$300.00, to pay to Mortgagee or assigns reasonable attorney's fees not exceeding 15% of the unpaid debt after default and referral to an attorney not a salaried employee 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.

Mortgagors hereby waive as to the indebtedness secured hereby and to any renewals and extensions thereof, all rights of exemption, including homestead, under the Constitution and laws of Alabama and of any other state as to the premises, and all statutory provisions and requirements for the benefit of Mortgagors now or hereafter in force (to the extent the same may be lawfully waived).

efit of Mortgagors now or hereafter in force (to the extent the same may be lawfully waived). Any part of this instrument contrary to applicable law shall not invalidate the other parts of this agreement. James E. Lawley & Patricia O. Lawley IN WITNESS WHEREOF the undersigned their signature S have hereunto set and seal, August, 2002 this 29th day of [CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.] Kun 02 Signature: **IMPORTANT** Type Name Here: JAMES LAWLEY Signature must be the same as the name typed on the face of this instrument and below the signa-Signature: ture lines. Type Name Here: THE STATE OF ALABAMA PATRICIA O. LAWLEY COUNTY CHILTON Judy Herron a Notary Public in and for said County, in said State, are hereby certify that signed to the foregoing conveyance, and who whose name S are known to me acknowledged before me on this day, that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date. 29th August 2002 Given under my hand and official seal this day of **Notary Public** My commissions expires: THE COMMISSION OF THE PARTY OF THE STATE OF EQUIDANTED IN COUNTY , a Notary Public in and for said County, in said State, hereby certify that a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed 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 _____ day of ____

Notary Public

My commissions expires: _____

0237-01 (AL)

EXHIBIT A

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Commence at the SE comer of the NE ¼ of the SW ¼ of Section 26, Township 20 South, Range 1 East, Shelby County, Alabama; thence North 00°56'13" West a distance of 46.58 feet: thence South 74°00'13" West a distance of 210.71 feet; thence South 89°39'29" West a distance of 797.80 feet to the intersection of the centerline of Shelby County Hwy. 56 and Hwy. 443; thence North 05°32'02" West along the centerline of Hwy. 443 a distance of 42.89 feet; thence South 84°27'58" West a distance of 30.00 feet to the POINT OF BEGINNING; thence South 89°39'29" West along the right of way of Hwy. 56 a distance of 71.71 feet to a point of curve to the right having a central angle of 41°10'06" and a radius of 278.25 feet; thence along the arc of said curve and along said right of way a distance of 199.93 feet; thence North 49°10'25" West along said right of way a distance of 122.00 feet; thence North 39°16'27" East and leaving said right of way a distance of 186.43 feet; thence North 44°32'53" West a distance of 493.68 feet; thence North 89°39'59" East a distance of 245.00 feet to the Westerly right of way of Shelby County Hwy. 443; thence South 23°11'08" East along said right of way a distance of 29.37 feet to a point of curve to the left having a central angle of 18°11'30" and a radius of 390.58 feet; thence along the arc of said curve and along said right of way a distance of 124.01 feet; thence South 41°22'38" East along said right of way a distance of 255.90 feet to a point of curve to the right having a central angle of 35°50'36" and a radius of 279.17 feet; thence along the arc of said curve and along said right of way a distance of 174.64 feet; thence South 05°32'02" East along said right of way a distance of 164.33 feet to the POINT OF BEGINNING.

> 20020918000449960 Pg 3/3 18.00 Shelby Cnty Judge of Probate, AL 09/18/2002 13:48:00 FILED/CERTIFIED