This instrument was prepared by

## Mitchell A. Spears

ATTORNEY AT LAW

Send Tax Notice to: (Name)
(Address)

Post Office Box 119 Montevallo, AL 35115-0119	205/665-5102 205/665-5076					
	MORTGAGE	20021114000569820 Pg 1/2 419.00 Shelby Cnty Judge of Probate, AL 11/14/2002 16:03:00 FILED/CERTIFIED				
STATE OF ALABAMA SHELBY COUNTY	KNOW ALL MEN BY THESE PRESENTS: That Whereas,					

(hereinafter called "Mortgagors", whether one or more) are justly indebted to JAMES M. LEE d/b/a OZAN INVESTMENTS

(hereinafter called "Mortgagee", whether one or more), in the sum of TWO HUNDRED SEVENTY THOUSAND AND 00/100------(\$ 270,000.00\*\*), evidenced by evidenced by Real Estate Mortgage Note executed on even date herewith.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

SPEEDTRAC, INC. NOW THEREFORE, in consideration of the premises, said Mortgagors,

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in County, State of Alabama, to wit: SHELBY

A tract of land situated in the NE ¼ of Section 22, Township 22 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows: Commence at the SE corner of the NW ¼ of the NE ¼ of said Section 22; using an assumed bearing of South 00 deg. 45 min. 00 sec. West for the East line of said \( \frac{1}{4} - \frac{1}{4} \), thence turn an angle to the right of 60 deg. 37 min. 12 sec. and run South 61 deg. 22 min. 12 sec. West a distance of 682.22 feet to a point on the North right of way of Alabama Highway 25, said point being the point of beginning of the parcel herein described; thence run North 40 deg. 59 min. 28 sec. West a distance of 407.84 feet to a Point; thence run South 63 deg. 02 min. 04 sec. West a distance of 184.66 feet to a point; thence run South 28 deg. 58 min. 47 sec. East a distance of 305.00 feet to a point; thence run South 59 deg. 12 min. 39 sec. East a distance of 138.72 feet to a point on the North right of way of said Alabama Highway 25; thence run in a Northeasterly direction along a curve of said highway right of way a distance of 200.70 feet to the point of beginning, said curve being concave to the Northwest and having a radius of 1382.75 feet, a central angle of 8 deg. 18 min. 58 sec. a chord of 200.52 feet with a bearing of North 55 deg. 27 min. 08 sec. East. Being situated in Shelby County, Alabama.

THIS IS A PURCHASE MONEY FIRST MORTGAGE.

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 said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in 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; 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 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 insure 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 incumbrance 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 be 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 incumbrances, 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 acampble atternav's for to said Morteness or assigns. for the famologum of this marteness in Chancom, should the same he so famologid for to

be a part of the debi	•		j	SPEEDTR	AC, INC.				
have hereunto set	its	signature	its	and seal, this	1375	day of	November	<b>%</b> 2002	
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								(	SEAL
THE STATE of		C	OUNTY				20021114000569820   Shelby Cnty Judge   11/14/2002   16:03:00	of Probate, AL	
l,					, a 1	Notary	Public in and for sa	id County, in said	state.
hereby certify tha	at								
whose name being informed o Given under m	signed to f the cont ny hand an	o the forego ents of the nd official se	ing convey conveyance eal this	ance, and who			e acknowledged befarily on the day the	•	y, that
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hereby certify the whose name as is signed to the	idersignat  at  Procego	ned autho CHANDI	ER ARORA	who is kr	of SPE	EEDTRA e ackr	Public in and for some of the control of the contro	, a corpor me on this day,	ration, that
and as the act of Given under n	said corp ny hand a	poration. Ind official s	eal this	134	day of		November	, XX	2002
					/h/a			Notary	Public
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10		MORTGAGE LABAMA			ell /	evallo, AL 35115-0119	(205) 665-5102 (205) 665-5076		