



This instrument prepared by:

Stephen L. Harris, Attorney
6615 Highway 49
Columbiana, Alabama 35051



State of Alabama) **MORTGAGE**

Jefferson County)

Know All Men By These Presents, that the undersigned, **Stephen L. Harris and wife Rebekah B. Harris**, hereinafter called the **Mortgagors** are justly indebted to **Irby Lee Harris and Rosa Lee Harris**, the **Mortgagees** , in the sum of Two Hundred Thousand and no/100 Dollars (\$200,000.00) evidenced by one real estate promissory note of even date, and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, **Mortgagors** do hereby grant, bargain sell and convey unto the said **Irby Lee Harris and Rosa Lee Harris** (hereinafter called Mortgagees) the following described real property situated in Jefferson County, Alabama, to-wit:

Legal Description : See Exhibits A and B attached.

Subject to:

1. *Ad valorem* taxes due and payable October 1, 2003.
2. Easements and restrictions of record.
3. Title to all minerals in, on and underlying the premises together with all mining rights, privileges and immunities including, without limitation, any release from damages which may have heretofore been reserved or granted.
4. A mortgage to Regions Bank closed on this same date but at the time of the closing herein had not been recorded.
5. the mortgage executed herein is a second mortgage and is to be primed by the mortgage described in item 4. above

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 Mortgagees, Mortgagees' 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 Mortgagees may, at Mortgagees 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 all loss or damage by fire, lightning and tornado for the fair and reasonable value thereof, in companies satisfactory to the Mortgagees, with loss, if any, payable to said Mortgagees, as Mortgagees interest may appear, and to promptly deliver said policies, or any renewal of said policies to the Mortgagees; and if undersigned fails to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagees, then said Mortgagees, or assigns, may at Mortgagees' option insure said property for said sum for Mortgagees' own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagees 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 Mortgagees, or assigns and be at once due and payable.

Upon Condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagees 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 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 Mortgagees 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 be subject to foreclosure as now provided by law in case of past-due mortgages, and the said Mortgagees, 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 said County and State, sell the same in lots or parcels or *en masse* as Mortgagees, agents or assigns deem best, in front of the Court House door of said County, (or 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 be necessary to expend, in paying insurance, taxes, or other encumbrances with interest thereon; Third, to the payment of said indebtednesses in full, whether the same 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 agrees that said Mortgagees, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agrees to pay a reasonable attorney's fee to the said Mortgagees or assigns, for the foreclosure of this mortgage by Judicial Action, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

No early partial payments will be allowed without the written consent of the Mortgagees, however, payment of the entire indebtedness may be made at any time without penalty.

In Witness Whereof, the undersigned **Mortgagors**, have hereunto set thier signatures and seal this 10th day of February, 2003.



Stephen L. Harris



Rebekah B. Harris

The State of Alabama

SHELBY
Jefferson County

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **Stephen L. Harris and Rebekah B. Harris**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 10th day of February, 2003.



Notary Public

MY COMMISSION EXPIRES OCTOBER 23, 2004

EXHIBIT A

PARCEL I:

Lots 1, 2 and 3, according to the Survey of Kelley Estates, as recorded in Map Book 16, Page 138, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Begin at the Southeast corner of the Southeast Quarter of the Southwest Quarter of Section 12, Township 20 South, Range 1 West; thence run West along the South line of said Quarter-Quarter a distance of 330.00 feet to the point of beginning; thence proceed along the previous course a distance of 320.24 feet to a point on the easterly side of Ballenger Street; thence turn right $91^{\circ}45'$ northerly along the said easterly side of Ballenger Street a distance of 347.72 feet to the southerly right of way of Shelby County Highway #49; thence turn right $108^{\circ}29'$ southeasterly along a chord to a curve to the left; said curve having a radius of 1016.85 feet, a distance of 205.62 feet along said chord; thence turn left a deflection of $2^{\circ}19'$ southeasterly along the straight section of said southerly right of way a distance of 94.10 feet; thence turn right $65^{\circ}53'$ southeasterly a distance of 248.89 feet to the point of beginning.

Situated in Shelby County, Alabama.

EXHIBIT - B

Parcel "A"

The East 1/2 of the NW 1/4 of the NW 1/4 of Section 13, Township 20 Range 1 West, Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel "B" Driveway Easement (Non-Exclusive)

The North 30 feet of the West 1/2 of the NW 1/4 of NW 1/4 of Section 13 Township 20, Range 1 West.

Parcel "C" Driveway Easement (Non-Exclusive)

Begin at the SW corner of Section 12, Township 20 South, Range 1 West; thence North for 20 feet; thence East 15 feet; thence Southeast 25 feet to South line of said Section; thence West 30 feet to point of beginning.

Parcel "D" Ingress and Egress Easement (Non-Exclusive)

A part of the SE 1/4 of the SE 1/4 of Section 11, Township 20 South, Range 1 West, situated in Shelby County, Alabama more particularly described as follows:

Begin at the Southeast corner of said 1/4 1/4 Section and run West along the South 1/4 1/4 line 214 feet more or less to the Eastern line of a roadway; thence North along roadway to a point 20 feet from the South 1/4 1/4 line; thence right and in an easterly direction along a line 20 feet North of and parallel to the South 1/4 1/4 line to the East line of said 1/4 1/4 section; thence South 20 feet to the point of beginning.

All being situated in Shelby County, Alabama.