

THIS INSTRUMENT PREPARED BY:

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MORTGAGE

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY

That Whereas, **Mark Statum, an unmarried man**, (hereinafter called "Mortgagors") are justly indebted to **Terry Gallups** (hereinafter called "Mortgagee"), in the sum of **Sixty Three Thousand and No/100, (\$63,000.00)** evidenced by their Promissory Note of even date herewith ,

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, Mark Statum** , 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:

PARCEL I: Commence at the Southeast corner of the Southwest 1/4 of the Northeast 1/4, Section 10, Township 21 South, Range 1 East, Shelby County, Alabama; thence run North along the East line of said 1/4-1/4 Section a distance of 548.50 feet; thence turn an angle of 89 degrees 22 minutes 37 seconds to the left and run a distance of 555.91 feet; thence turn an angle of 90 degrees 37 minutes 23 seconds to the left and run a distance of 548.41 feet; thence turn an angle of 89 degrees 22 minutes 06 seconds to the left and run a distance of 555.91 feet to the point of beginning. Situated in the Southwest 1/4 of the Northeast 1/4 of Section 10, Township 21 South, Range 1 East, Shelby County, Alabama.

Also, an easement for ingress and egress to and from the above described land and in favor of the grantees herein, their heirs successors and assigns forever over and across the North 60 feet of the South 65 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 10, Township 21 South, Range 1 East, being the same easement acquired by the grantor herein by that certain deed from Louise Moore Cole and husband, William Cole, dated September 29, 1977, and recorded in Deed Book 308, Page 132, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL II: Commence at the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 10, Township 21 South, Range 1 East, Shelby County, Alabama; thence run West along the South line of said 1/4-1/4 Section a distance of 555.91 feet to the point of beginning; thence continue West along the South line of said 1/4-1/4 Section a distance of 238.24 feet; thence turn an angle of 89 degrees 22 minutes 06 seconds to the right and run a distance of 548.37 feet; thence turn an angle of 90 degrees 37 minutes 23 seconds to the right and run a distance of 238.24 feet; thence turn an angle of 89 degrees 22 minutes 37 seconds to the right and run a distance of 548.41 feet to the point of beginning. Situated in the southwest 1/4 of the Northeast 1/4 of Section 10, Township 21 South, Range 1 East. Subject to the following described 60 foot easement across the Southern portion of the above described real estate; North 60 feet of the South 65 feet of the Southwest 1/4 of the Northeast 1/4 of Section 10, Township 21 South, Range 1 East, Shelby County, Alabama.

This is a purchase money mortgage.

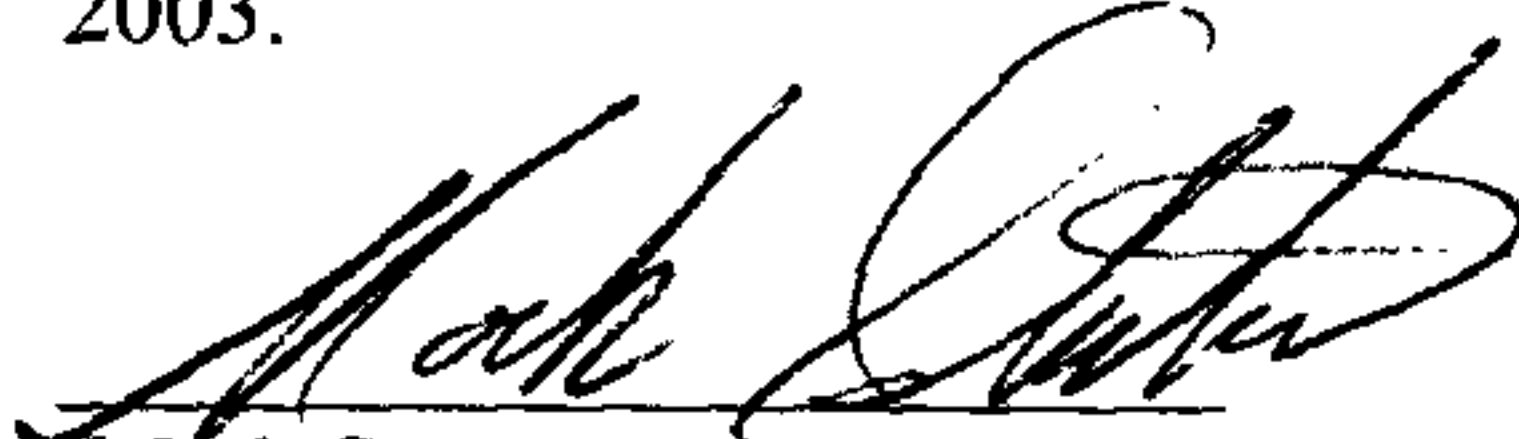
The above property may not be subdivided nor used for any purpose other than for single family housing during the term of this mortgage without written permission of mortgagee.

To Have and To Hold the above granted property unto the said Mortgagee, Mortgagee 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 option

pay off the same; and to further secure said indebtedness, first above named undersigned agreed 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 interest may appear, and to promptly delivery said policies, or any renewal of said policies to said Mortgagee, and if undersigned fails to keep said property insured as above specified, or fails to deliver said insurance policies to said Mortgagee; then the said Mortgagee, or assigns, may at Mortgagee 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 Mortgagee for taxes, assessments, or insurance, shall become a debt to said Mortgagees or assigns, additional to the debt thereby 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 Mortgagors pays said indebtedness, and reimburses 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 property become endangered by reasons 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 incase 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 said 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 there) 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 Mortgagors 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 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, have hereunto set his signature and seal, this 11th day of March, 2003.


Mark Statum

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mark Statum, whose name is signed to the foregoing conveyance, and who are known to be 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 11th day of March, 2003.


Notary Public
My Commission Expires: 9/7/2003