

ACCOUNT # 00869079

BRANCH AL046

This instrument was prepared by

(Name) JASON P JONES

(Address) 9460 PARKWAY EAST

BIRMINGHAM AL 35215-0000

REAL ESTATE MORTGAGE

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS:

DANNY F. E. PILKINGTON AND CONNIE PILKINGTON,

That Whereas, HUSBAND AND WIFE

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Washington Mutual Finance, LLC, a Delaware limited liability company

THIRTY-THREE THOUSAND TWO HUNDRED EIGHTY-SIX DOLLARS AND

hereinafter called "Mortgagee"), in the principal sum of THIRTY-SIX CENTS

Dollars (\$ 33286.36

), evidenced by a certain promissory note of even date, with a scheduled maturity date of 03-01-2024

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, 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:

SEE EXHIBIT A

Being all or a portion of the real estate conveyed to Mortgagors by _____
by a Deed dated _____, and recorded in Deed Book _____, Page _____ in the office
of the County Clerk of SHELBY County, Alabama.

Said premises is warranted free from all encumbrances and against any adverse claims, except stated above or as follows:

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.

age 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).

Any part of this instrument contrary to applicable law shall not invalidate the other parts of this agreement.

IN WITNESS WHEREOF the undersigned DANNY F. E. PILKINGTON CONNIE PILKINGTON

have hereunto set his/her/their signature(s) and seal, on this day of 02-23-2004

**[CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY
READ THE CONTRACT BEFORE YOU SIGN IT.]**

IMPORTANT
Signature must be the same as the name typed on
the face of this instrument and below the signature lines.

Signature: Danny F.E. Pilkington

Type Name Here: DANNY F. E. PILKINGTON

Signature: Connie Pilkington

Type Name Here: CONNIE PILKINGTON

STATE OF ALABAMA
County Of JEFFERSON

County Of _____ ss.

Before me, a Notary Public in and for said County and State, on 02-23-2004

DANNY F. E. PILKINGTON CONNIE PILKINGTON personally appeared

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year above set forth.

My commission expires PHYLLIS T. STEWART

Notary Public, Alabama State at Large
My Commission Expires December 11, 2004

Phyllis T. Stewart

Notary Public

STATE OF ALABAMA
County Of JEFFERSON

County Of _____ ss.

Before me, a Notary Public in and for said County and State, on 02-23-2004

DANNY F. E. PILKINGTON CONNIE PILKINGTON personally appeared

to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year above set forth.

My commission expires _____

Phyllis T. Stewart

Notary Public

0705-01 (AL)
PHYLLIS T. STEWART
Notary Public, Alabama State at Large
My Commission Expires December 11, 2004

File # 26811

EXHIBIT A

Re: Pilkington

Shelby County

Commence at the Southwest corner of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 19 South, Range 1 West, thence North $00^{\circ}03'20''$ East along the West line of said East $\frac{1}{2}$ 402.58 feet; thence South $89^{\circ}56'40''$ East 330.63 feet; thence North $4^{\circ}01'$ West 15.04 feet to the point of beginning, said point being on the West line of a 25.00 foot easement; thence continue along the last named course 259.44 feet along easement line; thence North $22^{\circ}13'$ West along said easement line 184.70 feet; thence South $69^{\circ}25'20''$ West 102.49 feet; thence South $00^{\circ}03'20''$ West 183.95 feet; thence South $89^{\circ}56'40''$ East 62.60 feet; thence South $00^{\circ}03'20''$ West 193.71 feet; thence South $89^{\circ}56'40''$ East 122.28 feet to the point of beginning. Being a part of the East $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, Township 19 South, Range 1 West, and being Parcel #6 according to survey of F.W. Meade, Registered Land Surveyor, dated February 10, 1987. Lying and being situated in Shelby County, Alabama.

ALSO:

A non-exclusive easement for ingress and egress to and from the above described parcel, to and from other parcels as acquired by the grantor, and to and from Shelby County Highway #43, which is also known as the Bear Creek Road, said easement being more particularly designated and described as being of a uniform width of 25.00 feet, the centerline thereof being described as follows: Commence at the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 11, Township 19 South, Range 1 West, thence North $89^{\circ}04'$ West along the South line of same 293.15 feet to the point of beginning of the centerline of a 25.00 foot easement; thence North $00^{\circ}29'$ East 1,333.87 feet to the South line of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 11; thence North $6^{\circ}48'$ East 201.97 feet; thence North $36^{\circ}47'$ West 106.56 feet; thence North $4^{\circ}01'$ West 382.46 feet; thence North $22^{\circ}13'$ West 293.34 feet; thence North $30^{\circ}27'$ West 183.95 feet to the Southerly right of way line of Bear Creek Road and the end of easement. Lying and being situated in Shelby County, Alabama.