20040301000104930 Pg 1/5 32.50
Shelby Cnty Judge of Probate,AL
03/01/2004 13:31:00 FILED/CERTIFIED

THIS INSTRUMENT PREPARED BY:
Roland C. Gamble, Attorney
620 Frank Nelson Building
Birmingham, Alabama 35203-4702

State of Alabama)
Shelby County)

MORTGAGE

Know All Men By These Presents, that whereas the undersigned **Deborah Ann Cox Meeks, Wanda K. Hall and Brenda Cox Mathews** are justly indebted to **Roland C. Gamble** in a sum set out and described in promissory note of even date herewith, 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, **Deborah Ann Cox Meeks, Wanda K. Hall and Brenda Cox Mathews** do, hereby grant, bargain, sell and convey unto the said **Roland C. Gamble** (hereinafter called Mortgagee) the following described real property situated in Shelby County, Alabama, to-wit:

> **BEGIN AT THE SE CORNER OF NE 1/4 OF NW 1/4, SECTION 31, TOWNSHIP 21 S. RANGE 2 WEST, THENCE NORTH 1190 FEET SOUTH TO RIGHT-OF-WAY OF COUNTY ROAD 12; THENCE SOUTHWESTERLY 690 FEET SOUTH ALONG RIGHT-OF-WAY, THENCE SOUTH 745 FEET; THENCE SOUTHEASTERLY 345.87 FEET; THENCE SW 215.57 FEET; THENCE EASTERLY 399.87 FEET TO POINT OF BEGINNING, LESS ROAD RIGHT-OF-WAY, AND CONTAINING 14 ACRES, MORE OR LESS, AND ALSO KNOWN AS 4142 SMOKEY ROAD, ALABASTER, ALABAMA 35007.**

This conveyance is made subject to the following, to-wit:

1. Ad valorem taxes
2. Rights-of-way for roads
3. Easements and restrictive covenants of record
4. Minerals and mining rights

Said property is warranted free from all incumbrances against any adverse claims excepted as noted above.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements, if any, on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagors pay said indebtedness, and reimburse said Mortgage for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or if any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which statement is based, 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 Mortgagee 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds to the said 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 then to expended in paying insurance, taxes, or other incumbrance, with interest there on; 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent. or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in equity, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person named as grantee in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the Personal Representative, heirs, and agents, and assigns, of said Mortgagee, or to the successor and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 24th day of February, 2004.

Witnesses:

_____________________ (Seal)
Deborah Ann Cox Meeks

_____________________ (Seal)
Robert Steven Meeks

_____________________ (Seal)
Wanda K. Hall

_____________________ (Seal)
James Ronald Hall

_____________________ (Seal)
Brenda Cox Mathews

_____________________ (Seal)
Barry Mathews

State of Alabama)
Jefferson County)

General Acknowledgment

I, the undersigned, Anita H. Farmer, a Notary Public in and for said County in said State, hereby certify that Deborah Ann Cox Meeks, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance she executed the same voluntarily on the date the same bears date.

Given under my and official seal this 4th day of February, 2004.

____
Notary Public

State of Alabama)
Jefferson County)

General Acknowledgment

I, the undersigned, Anita H. Farmer, a Notary Public in and for said County in said State, hereby certify that Wanda K. Hall, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance she executed the same voluntarily on the date the same bears date.

Given under my and official seal this 9th day of February, 2004.

Anita H. Farmer
Notary Public

State of Alabama)
Jefferson County)

General Acknowledgment

I, the undersigned, Anita H. Farmer, a Notary Public in and for said County in said State, hereby certify that Brenda Cox Mathews, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance she executed the same voluntarily on the date the same bears date.

Given under my and official seal this 9th day of February, 2004.

Anita H. Farmer
Notary Public

State of South Carolina)
Sumter County)

General Acknowledgment

I, the undersigned, Jan M. Bell, a Notary Public in and for said County in said State, hereby certify that, Robert Steven Meeks, husband of Deborah Ann Meeks, whose name is signed to the foregoing conveyance, and who is 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 date the same bears date.

Given under my and official seal this 13th day of February, 2004.

Jan M. Bell
Notary Public 6-4-11

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State of Alabama)
Lee County)

General Acknowledgment

I, the undersigned, Susan S. DeLoach, a Notary Public in and for said County in said State, hereby certify that, James Ronald Hall, husband of Wanda K. Hall, whose name is signed to the foregoing conveyance, and who is 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 date the same bears date.

Given under my and official seal this 6 day of February, 2004.

My commission expires: 6/10/2007

Susan S. DeLoach
Notary Public

State of Alabama)
Jefferson County)

General Acknowledgment

I, the undersigned, Eartha M Mean, a Notary Public in and for said County in said State, hereby certify that, Barry Mat hews, husband of Brenda Mathews, whose name is signed to the foregoing conveyance, and who is 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 date the same bears date.

Given under my and official seal this 24 day of February, 2004.

My commission expires 2/17/06

Eartha M Mean
Notary Public