

This instrument was prepared by:

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STATE OF ALABAMA)
)
COUNTY OF SHELBY) MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Stewart O. Myers and spouse, Nancy R. Myers (hereinafter called "Mortgagors", whether one or more) are justly indebted, to Clifton D. Myers (hereinafter called "Mortgagee), in the sum of ONE MILLION TWO HUNDRED THOUSAND AND NO HUNDRED THS (\$1,200,000.00) Dollars, evidenced by a promissory note of even date.

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, Stewart O. Myers and spouse, Nancy R. Myers 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:

COMMENCE AT THE SE CORNER OF THE N 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND RUN THENCE WESTERLY ALONG THE SOUTH LINE OF THE N 1/2 OF SAID 1/4 1/4 SECTION 609.09 FEET TO THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE CONTINUE ALONG LAST DESCRIBED COURSE 672.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 31; THENCE TURN A DEFLECTION ANGLE OF 116 DEG. 29' 31" RIGHT AND RUN NORTHERLY 447.00 FEET TO A POINT; THENCE TURN A DEFLECTION ANGLE OF 90 DEG. 00" RIGHT AND RUN EASTERLY 531.35 FEET TO A POINT; THENCE TURN A DEFLECTION ANGLE OF 64 DEG. 30' 29" RIGHT AND RUN SOUTHEASTERLY 174.80 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY OF JOSEPH E. CONN, JR. DATED JULY 30, 1990.

Subject to the existing easements, restrictions, set-back lines, rights of way, and limitations, if any, of record.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's

THIS IS A PURCHASE MONEY **MORTGAGE**, BUT NEVERTHELESS A SECOND MORTGAGE, JUNIOR AND SUBSERVIENT TO THAT CERTAIN MORTGAGE FROM STEWART O. MYERS AND NANCY R. MYERS TO FIRST FINANCIAL BANK FILED SIMULTANEOUSLY IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. A DEFAULT UNDER THE TERMS OF SAID FIRST MORTGAGE SHALL CONSTITUTE A DEFAULT UNDER THE TERMS OF THIS MORTGAGE, AUTHORIZING MORTGAGEE HEREIN TO DECLARE ALL OF THE INDEBTEDNESS HEREBY SECURED TO BE AT ONCE DUE AND PAYABLE AND PROCEED TO A FORECLOSURE OF THIS MORTGAGE UNDER THE POWER OF SALE HEREIN CONTAINED.

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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 to 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 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 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 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 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 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 agrees to pay a reasonable attorney's 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 STEWART O. MYERS and spouse, NANCY R. MYERS have hereunto set their signatures and seal, this 13th day of May, 2004.

Stewart O. Myers (SEAL)
STEWART O. MYERS

Nancy R. Myers (SEAL)
NANCY R. MYERS

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, Carolyn J. Oling, a Notary Public in and for said County, in said State, hereby certify that STEWART O. MYERS and NANCY R. MYERS, 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 they executed the same voluntarily on the say the same bears date.

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

Carolyn J. Oling
Notary Public