

THIS INSTRUMENT PREPARED BY:

KEITH A. MORGAN

Attorney at Law

4 Office Park Circle, Suite 114A

BIRMINGHAM, ALABAMA 35223

MORTGAGE

STATE of ALABAMA)

SHELBY COUNTY)

Second Mortgage

Know All Men By These Presents, that whereas the undersigned, **Joseph T. Adams and Gladys R. Adams**, husband and wife, being justly indebted to Property Pros, LLC, an Alabama limited liability company, for the sum of Forty-Four Thousand Nine Hundred and 00/100 Dollars (\$44,900.00) evidenced by ONE promissory note 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, Action Property Solutions, Inc., (*hereinafter called the Mortgagor*), does hereby grant, bargain, sell and convey unto the said Dorothy Haney (*hereinafter called the Mortgagee*), the following described real property situated in SHELBY COUNTY, ALABAMA, to-wit:

(See attached Exhibit "A" for Legal Description, made a part hereof by reference.)

Property address: 7461 Highway 155, Montevallo, Alabama

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 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 fails to keep said property insured as above specified, or fails to deliver said insurance policies to said Mortgagee, then said Mortgagee has the option of insuring said property 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 Mortgagor pays said indebtedness, and reimburses said Mortgagee 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 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 encumbrance 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 such 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 of 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 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 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 Chancery, 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, or to the persons, or to the corporation named as grantee or grantees 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 heirs, agents, and assigns of said Mortgagee, or to the successors, agents, and assigns of said Mortgagee, if a corporation.

This is a second mortgage which is subordinated to that certain first mortgage executed of earlier date evidencing a security interest in said property. This mortgage shall remain junior to said first mortgage so long as first mortgage remains unsatisfied, even if said first mortgage is discounted or sold to a different mortgagee. This mortgage shall not be junior to any future advances against said first mortgage that occur on or after the date this mortgage is executed. See 20040220000088810

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 14 day of July, 2004.

Joseph T. Adams (seal)
Joseph T. Adams

Gladys R. Adams (seal)
Gladys R. Adams

STATE OF ALABAMA)
JEFFERSON COUNTY)

ACKNOWLEDGMENT

I, the undersigned Notary Public in and for said County and State, hereby certify that Joseph T. Adams and Gladys R. Adams, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of July, 2004.

Keith A. Morgan
NOTARY PUBLIC
My Commission Expires: 02/27/06

EXHIBIT "A"

Commence at the NW corner of the SE 1/4 of the SW 1/4 of Section 7, Township 24 North, Range 13 East, and run Southeasterly along a line making an angle of 17°57' left, from W side of said SE 1/4 of the SW 1/4 for a distance of 496.4 feet to a point on the Southwesterly right of way line of Highway No. 155; thence turn an angle to the left of 11°09' along said Highway right of way line a distance of 150.0 feet to a point of beginning; thence continue along said highway right of way line a distance of 208.7 feet; thence turn an angle to the right of 90°00' in a Southwesterly direction, a distance of 208.7 feet; thence turn an angle to the right of 90°00' in a Northwesternly direction a distance of 208.7 feet; thence turn an angle to the right of 90°00' in a Northeasterly direction a distance of 208.7 feet to the point of beginning, being situated in Shelby County, Alabama