


Stewart & Associates, P.C.
3595 Grandview Pkwy, #340
Birmingham, AL 35243


20040922000522200 Pg 1/3 189.50
Shelby Cnty Judge of Probate, AL
09/22/2004 11:42:00 FILED/CERTIFIED

MORTGAGE

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, MARK ANTHONY NELSON, a single person (hereinafter called "Mortgagor") is justly indebted, to FRED A. NELSON, JR. (hereinafter called "Mortgagee"), in the sum of *One Hundred Fifteen Thousand and no/100's Dollars* (\$115,000.00), evidenced by Promissory Note executed herewith which provides, among other things, that the transfer of the real estate described below without the express written consent of the mortgagee shall constitute a default in the terms of this Mortgage.

And Whereas, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof. Mortgagor has promised to pay this debt in regular periodic payments and to pay the debt in full not later than *October 30th, 2004*.

NOW THEREFORE, in consideration of the premises, said Mortgagor, MARK ANTHONY NELSON, a single person, 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:

Lot 5, according to the Survey of Brookhollow, First Sector, as recorded in Map Book 17, Page 103, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

AKA 222 Brookhollow Drive, Pelham, Alabama 35124.

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

To Have and To Hold the above granted property unto the said Mortgagee, Mortgagee's 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 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'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 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 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 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 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 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 Mortgagor and undersigned further agree that said Mortgagee, agents or assigns, may bid at said sale and purchase said property, if the highest bidder therefore; 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.

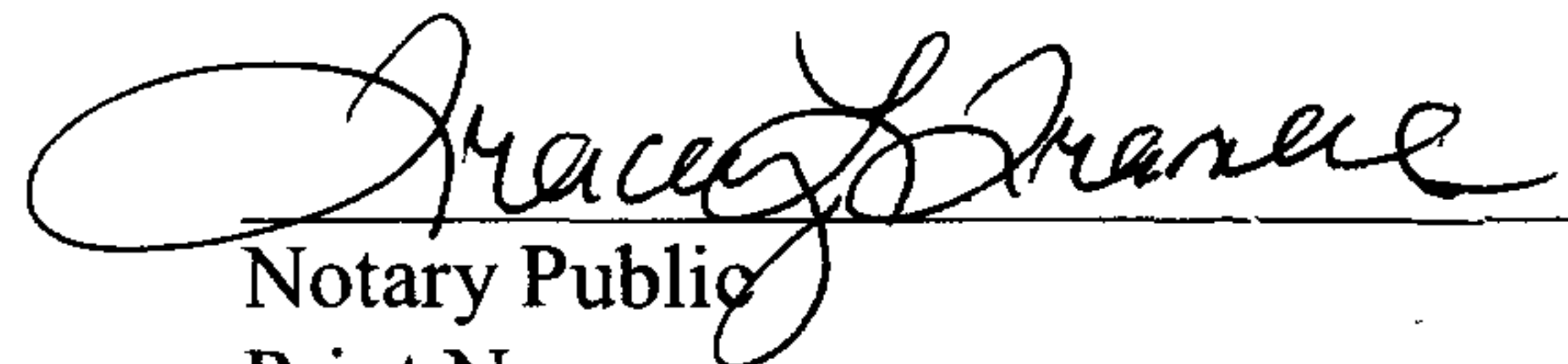
IN WITNESS WHEREOF the undersigned, MARK ANTHONY NELSON has hereunto set his signature and seal, this 21 day of SEPTEMBER, 2004.


MARK ANTHONY NELSON

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MARK ANTHONY NELSON, 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 day the same bears date.

Given under my hand and official seal this 21st day of September, 2004.



Notary Public

Print Name:

My Commission Expires: 2/28/06

AFFIX SEAL