

This instrument was prepared by

(Name) Courtney Mason & Assoc. PC
1904 Indian Lake Drive

(Address) Birmingham, AL 35244



Jefferson Land Title Services Co., Inc.

316 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8020

BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Mississippi Valley Title Insurance Company



20041021000582930 Pg 1/2 106.00
Shelby Cnty Judge of Probate, AL
10/21/2004 15:26:00 FILED/CERTIFIED

MORTGAGE—

STATE OF ALABAMA

Shelby/Bibb COUNTY }

KNOW ALL MEN BY THESE PRESENTS:

James Allen Barnett and wife, Julia Barnett and James Allen Barnett, Jr. and wife, Robin Barnett

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Swift Creek Development, LLC

(hereinafter called "Mortgagee", whether one or more), in the sum

of Sixty Thousand and no/100ths----- Dollars
(\$ 60,000.00), evidenced by a balloon mortgage 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, James Allen Barnett and wife, Julia Barnett and James Allen Barnett, Jr. and wife, Robin Barnett

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby and Bibb County, State of Alabama, to-wit:

Lot 10-2, according to a Resubdivision of Lot 10, Whispering Pines Farms, as recorded in Map Book 32 page 28 in the Probate Office of Shelby County, Alabama and also situated in Bibb County.

Mortgagee agrees to a partial release from the mortgage of two acres at no additional cost upon written request of mortgagee for the purpose of construction a home. The parties are to mutually agree upon the description of the two acres and the legal description shall be provided by the mortgagee.

Mortgagors also agree to provide Mortgagee with a copy of a paid receipt of the property taxes every year prior to December 15. Failure to comply with the forgoing shall constitute a default under the terms of this mortgage.

This mortgage obligation cannot be assumed without the prior approval by the mortgage holder. Said approval must be obtained in writing prior to the assumption of this mortgage. If the property which is the subject of this mortgage and note executed simultaneously herewith is transferred without the mortgage holder's prior approval as specified above, the mortgagee has the option to declare the entire balance of the indebtedness due and payable. THE MORTGAGEE MAY CHOOSE NOT TO ALLOW THIS LOAN TO BE ASSUMED.

The proceeds of this loan have been applied on the purchase of the herein described property.

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 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 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 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 agree 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

have hereunto set our signature s and seal, this 6th day of October, 2004

James Allen Barnett (SEAL)
James Allen Barnett
Julia Barnett (SEAL)
Julia Barnett
James Allen Barnett, Jr. (SEAL)
James Allen Barnett, Jr.
Robin Barnett (SEAL)
Robin Barnett

THE STATE of AL }
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James Allen Barnett and wife, Julia Barnett and James Allen Barnett, Jr. and wife, Robin Barnett 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 day the same bears date. Given under my hand and official seal this 6th day of October, 2004

PEGGY L. MANN 2-20-07 Notary Public.

THE STATE of COMMISSION EXPIRES FEB. 20, 2007 }
COUNTY }

I, , a Notary Public in and for said County, in said State, hereby certify that whose name as of a corporation, 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 such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and official seal, this the day of , 19 , Notary Public

Return to:

TO

MORTGAGE DEED

Recording Fee \$

Deed Tax \$

This form furnished by

Jefferson Land Title Services Co., Inc.

316 21ST NORTH • P.O. BOX 10481 • PHONE (205)-328-8020

BIRMINGHAM, ALABAMA 35201

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