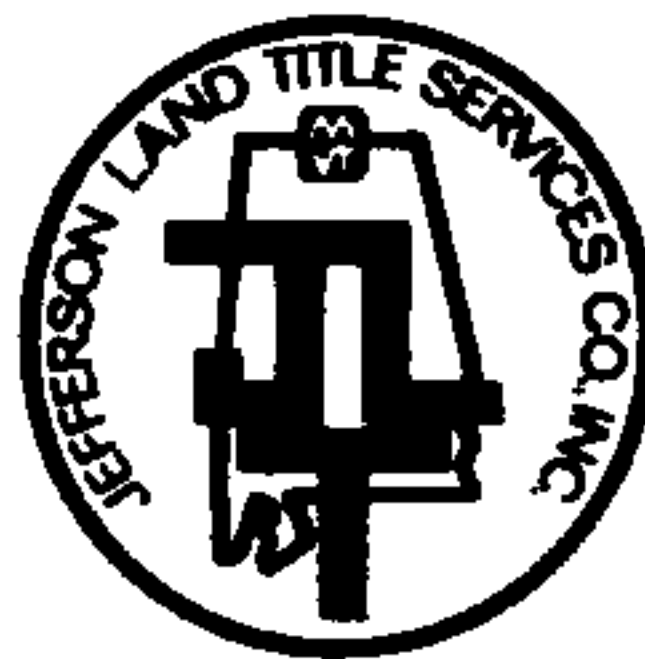


This instrument was prepared by

(Name) Courtney Mason & Assoc. PC

(Address) PO BOX 360187

Birmingham, AL 35236-0187



*Jefferson Land Title Services Co., Inc.*

318 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8020

BIRMINGHAM, ALABAMA 35201

AGENTS FOR

*Mississippi Valley Title Insurance Company*

**MORTGAGE-**

**STATE OF ALABAMA**

Shelby

COUNTY }

**KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

Carter Mason Investments, L.L.C., a limited liability company  
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Courtney H. Mason, Jr.

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

of Two Hundred Eight Thousand Eighty Seven  
(\$ 208,208.62 ), evidenced by

and 62/100ths----- Dollars  
a mortgage note of even date



20050228000092650 Pg 1/3 329.45  
Shelby Cnty Judge of Probate, AL  
02/28/2005 10:25:00 FILED/CERTIFIED

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, Carter Mason Investments, L.L.C.

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:

See legal description attached as Exhibit "A"

Mortgagors agree to provide proof of hazard insurance with paid receipt upon request of 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 its signature and seal, this 16th day of February, 2005  
Carter Mason Investments, L.L.C. (SEAL)  
(SEAL)  
Courtney H. Mason, Jr., its Member (SEAL)  
(SEAL)

THE STATE of }  
COUNTY }  
I, , a Notary Public in and for said County, in said State,  
hereby certify that  
whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day,  
that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal this day of , 19  
Notary Public.

THE STATE of Alabama }  
Shelby COUNTY }  
I, the undersigned , a Notary Public in and for said County, in said State,  
hereby certify that Courtney H. Mason, Jr.  
whose name as Member of Carter Mason Investments, L.L.C. a limited liability company  
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 limited liability company.  
Given under my hand and official seal, this the 16th day of February, 2005  
Notary Public

Return to:

TO

MORTGAGE DEED

PEGGY I. MANN  
COMMISSION EXPIRES FEB. 20, 2007

Recording Fee \$  
Deed Tax \$

This form furnished by

Jofferson 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

## Exhibit "A"

### Parcel I:

From the SW corner of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 18, Township 20 South, Range 2 West, run northerly along the West boundary line of said Section 18, Township 20 South, Range 2 West for 507.38 feet; thence turn an angle of 101 Degrees 25 Minutes to the right and run southeasterly 945.61 feet; thence turn an angle of 90 Degrees to the left and run northeasterly 313.4 feet to the point of beginning of the land herein described and conveyed; thence turn an angle of 90 Degrees to the right and run southeasterly 88.00 feet; thence turn an angle of 90 Degrees to the left and run northeasterly 208.71 feet; thence turn an angle of 90 Degrees to the left and run northwesterly 208.71 feet; thence turn an angle of 90 Degrees to the left and run southwesterly 208.71 feet; thence turn an angle of 90 Degrees to the left and run southeasterly 120.71 feet to the point of beginning. This land being a part of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 18, Township 20 South, Range 2 West, Shelby County, Alabama.

### Parcel II:

Commence at the SE corner of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 18, Township 20 South, Range 2 West, Shelby County, Alabama and run thence along the East line of said  $\frac{1}{4}$   $\frac{1}{4}$  section a distance of 546.69 feet to a point; thence turn a deflection angle of 78 Degrees 12 Minutes 19 Seconds left and run Northwesterly a distance of 263.58 feet to the point of beginning of the property being described; thence continue along last described course a distance of 208.65 feet to a point; thence turn a deflection angle of 90 Degrees 00 Minutes 59 Seconds left and run South-Southwesterly a distance of 160.72 feet to a point on the northerly Right of Way line of Shelby County Road #361 in a curve to the right; thence turn a deflection angle of 65 Degrees 03 Minutes 20 Seconds left to chord and run southeasterly along the chord of said curve a chord distance of 230.14 feet to a point; thence turn a deflection angle of 114 Degrees 56 Minutes 53 Seconds left from chord and run North- Northeasterly a distance of 257.72 feet to the point of beginning; being situated in the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 18, Township 20 South, Range 2 West, Shelby County, Alabama.

*sh*  
*h*