



STATE OF ALABAMA

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MORTGAGE

COUNTY OF SHELBY

)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

IN THE STATE AFORESAID – SEND GREETING:

WHEREAS, **Brent Daniel Holley** (Hereinafter also styled the Mortgagor) in and by their certain Note or obligation bearing even date herewith, stand firmly held and bound unto **Paul A. DeCarlo**, (Hereinafter also styled the Mortgagee) in the sum of **Four-Thousand-Dollars (\$4,000.00)**, as evidenced by and according to the conditions of a Promissory Note of even date herewith, as in and by the said Note and condition(s) thereof, reference being hereunto had, will more fully appear.

NOW, KNOW ALL MEN, that the said **Brent Daniel Holley** ^{an unmarried man} in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note; which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said Mortgagor in hand well and truly paid, by the said Mortgagee, at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these Presents do grant, bargain, sell, and release unto the said **Paul A. DeCarlo** its successors and assigns, the following property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND A PART HEREOF, also known and commonly referred to as 129 Southwest Sixth Street, Alabaster, Alabama 35007.

TOGETHER with all and singular rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said Mortgagee, its successors and assigns forever.

AND ALL MONEY DUE under this Mortgage and Note, pursuant to terms set forth in the Note, shall be become fully due and payable upon demand no later than May 30th, 2008, it being the intent of both the Mortgagor and the Mortgagee that no monies remain due and outstanding after this date.

AND Mortgagor does hereby bind Mortgagor's heirs, executors, and administrators, to procure or execute any further necessary assurances of title to the said premises, the title of which is unencumbered, and also to warrant and forever defend all and singular the said Premises unto the said Mortgagee, Mortgagee's successors and assigns, from and against Mortgagor and Mortgagor's heirs, executors and administrators and all persons lawfully claiming, or to claim the same or any part thereof.

AND IT IS AGREED, by and between the parties hereto, that the said Mortgagor, Mortgagor's heirs, executors or administrators, shall keep the buildings erected, or to be erected on said premises, insured against loss or damage by fire, for the benefit of the said Mortgagee, for an amount not less than the value of the buildings in such company as shall be approved by the said Mortgagee, and shall deliver the said policy to the Mortgagee, and in default thereof, the said

Mortgagee, Mortgagee's successors or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed, that in the event of other insurance and contribution between insurers, that the said Mortgagee, Mortgagee's successors or assigns, shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the Mortgagor, Mortgagor's heirs, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said Mortgagee, Mortgagee's successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sums so paid, with interest thereon, from the date of such payments.

AND IT IS AGREED, by and between the said parties that upon any default being made in the payment of the interest on the said Note, or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, when the same shall severally first become payable, or in any other of the provisions of this mortgage, then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said Mortgagee, Mortgagee's successors or assigns, although the period for payment of the said debt may not have expired.

AND IT IS AGREED, That if the holder of the Note secured hereby is compelled to pay any taxes upon the debt represented by said Note, or by this Mortgage, then, in that event, unless the taxes are paid by some party other than the holder, that then the entire amount of the debt secured, shall forthwith become due at the option of the said Mortgagee, Mortgagee's successors or assigns, although the period for its payment may not then have expired.

AND IT IS AGREED, That if all or any part of the Property or an interest therein is sold or transferred by the Mortgagor without the Mortgagee's prior written consent excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and the Note. If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration by certified mail addressed to Mortgagor at the Property address or at such other address as Mortgagor may designate by notice to Mortgagee. Such notice shall provide a period of not less than 30 days from the date of notice is mailed within which Mortgagor may pay such sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted.

AND IT IS AGREED, by and between the said parties, that, should legal proceedings be instituted for the collection of the debt secured hereby, then in that event, the said Mortgagee, Mortgagee's successors or assigns, shall have the right to have a Receiver appointed of the rents and profits of the above described premises, with power to forthwith lease out the said premises anew, if he should so elect, who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of the said rents and profits towards the payment of the debts secured hereby.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the Mortgagee, Mortgagee's successors or assigns, including a reasonable counsel fee (of not less than ten (7%) percent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said Mortgagor, Mortgagor's heirs, executors or administrators shall pay, or cause to be paid unto the said Mortgagee, Mortgagee's certain attorneys, successors or assigns,, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said Mortgagee, Mortgagee's successors or assigns, according to the conditions and agreements of the said Note, and of this Mortgage and shall perform all the obligations according to the true intent and meaning of the said Note and Mortgage, and the conditions thereunder written, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said Mortgagor is to hold and enjoy said premises until default of payment shall be made.

WITNESS Mortgagor's Hand and Seal, this 10th day of March, 2006.

Signed, Sealed and delivered
In the presence


Brent Daniel Holley, BORROWER

Document Prepared by:
Jared D. Smith, Esq.
201-C West Main Street
Lexington, SC. 29072



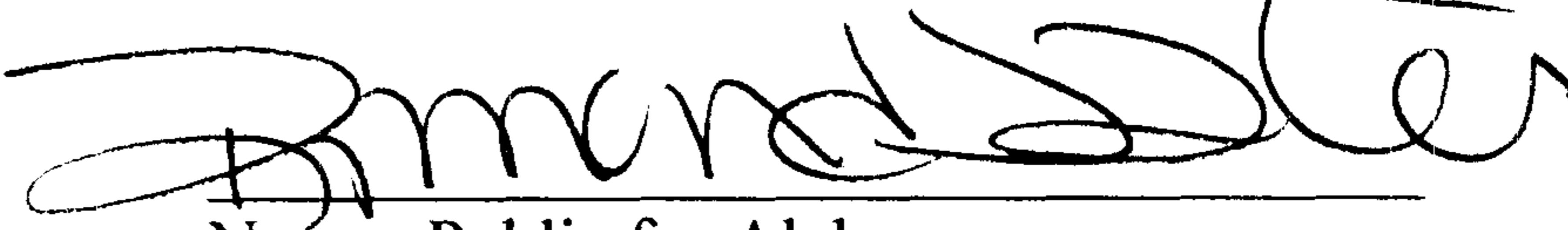
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STATE OF ALABAMA
COUNTY OF SHELBY

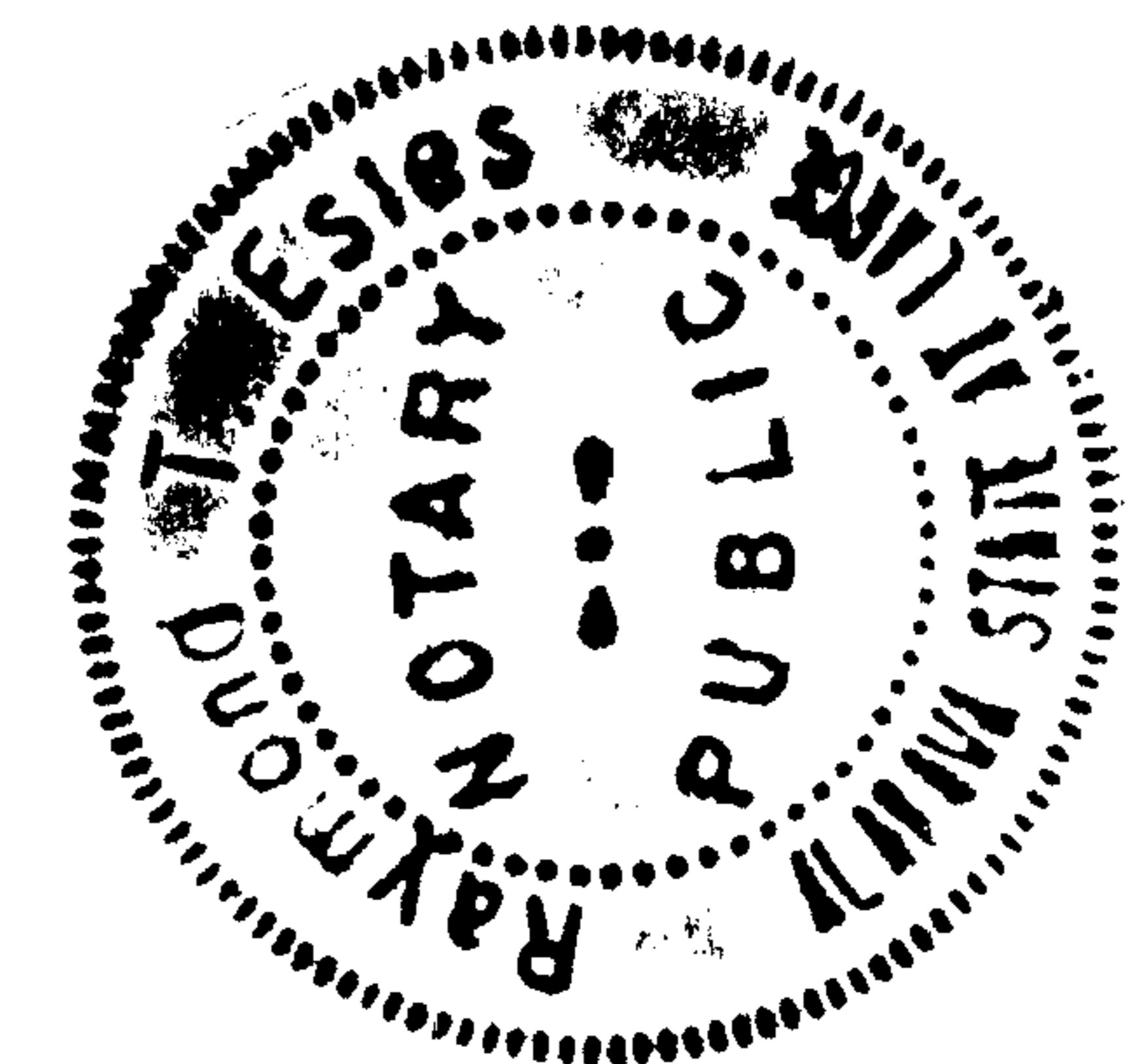
) PROBATE AND
) ACKNOWLEDGEMENT
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The foregoing instrument was acknowledged before me, the undersigned Notary, this 10th day of March, 2006, by the Mortgagor and undersigned Witness who executed the within written Purchase Money Mortgage, and is a person known to me.

Witness



Notary Public for Alabama
My Commission Expires: 07/11/07





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Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"

**Lot 7 and the North Half of Lot 9, according to the Resurvey of Addition to
McMillen's Survey of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 2, Township 21
South, Range 3 West, as recorded in Map Book 4, page 57, in the Probate Office of
Shelby County, Alabama. Situated in Shelby County, Alabama.**

MORTGAGEE'S ADDRESS: Paul A. DeCarlo
3982 South Shades Crest Road
Hoover, Alabama 35244

Borrower's Initials: B. J.