

This instrument was prepared by:

William R. Justice
P. O. Box 587, Columbiana, Alabama 35051

MORTGAGE

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, Greg Brock and wife, Jeannie Brock, (hereinafter called "Mortgagor", whether one or more) are justly indebted to Charlene Tucker and Brad Tucker, (hereinafter called "Mortgagee," whether one or more), in the sum of Sixty-nine Thousand Eight Hundred Fifty and no/100 Dollars (\$69,850.00), evidenced by a promissory note executed simultaneously herewith;

And Whereas, Mortgagor agreed, in incurring said indebtedness, and any extensions and renewals thereof, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, Greg Brock and Jeannie Brock, and all others executing this mortgage do hereby grant, bargain, sell and convey unto Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to wit:

A certain lot or parcel of land in the Town of Columbiana, Alabama, and being more particularly described as follows:

A certain lot in the NW 1/4 of NE 1/4 of Section 26, Township 21 South, Range 1 West, being all that part of the NW 1/4 of NE 1/4 of said Section, lying South and West of the right of way (now abandoned) of the Louisville & Nashville Railroad and North of Depot Street, said Depot Street leading from the Courthouse in Shelby County to the (former) Southern Railroad depot in said town, and East of the (former) old run of branch or ditch crossing said Depot Street marked by an iron stob between this lot and the Macedonia Baptist Church lot.

EXCEPT the following part of said lot of land: Beginning at a point where the Northern boundary of Depot Street intersects the Southwest boundary line of the right of way of the L & N Railroad; thence run in a Northwesterly direction along Depot Street 204 feet; thence in a Northeasterly direction 112 feet to the South line of the right of way of L & N Railroad; thence in a Southeasterly direction along the right of way of said railroad 224 feet to point of beginning of said Exception.

LESS AND EXCEPT a part of NW 1/4 of NE 1/4 of Section 26, Township 21 South, Range 1 West, more particularly described as follows: Commence at the point of intersection of the North line of Depot Street in the Town of Columbiana, Alabama, with the South boundary line of the right of way of the L & N Railroad and run thence in a Westerly direction along the North line of said Depot Street 204 feet to the Southwest corner of the (former) Dillard McMath lot, which is the point of beginning of the parcel herein described; thence continue along the North line of said Depot Street 69 feet; thence run in a Northeasterly direction North 38 deg. East parallel with the Northwest line of said Dillard McMath lot 107 feet, more or less, to a point on the South boundary line of the right of way of the L & N Railroad; thence in a Southeasterly direction, run along said right of way line a distance of 69 feet, more or less, to the NE corner of said Dillard McMath lot (said Dillard McMath lot being more particularly described in Deed Book 132 page 452, Office of Judge of Probate of Shelby County, Alabama); thence run in a Southwesterly direction

South 38 deg. West along the Northwest line of said Dillard McMath lot 112 feet, more or less, to the point of beginning.

The intent of this document is to mortgage to the Mortgagee all property acquired by the Mortgagee by virtue of the deed recorded as Instrument # 1997-15244 in the Probate Office of Shelby County, Alabama, and conveyed this day to Mortgagor. The grantor in said deed, Louise McMath, reserved a life estate, but she died on 3-10-00. The West line of the property herein conveyed is the East line of the Macedonia Baptist Church property, as described in the deed recorded in Deed Book 216, page 323, and the Affidavits recorded in Deed Book 216, pages 324 and 325, Probate Office of Shelby County, Alabama. All property lying East of the above described East line of the Macedonia Baptist Church property, North of Depot Street, and South of the old L & N Railroad right of way (now abandoned) and West of the (former) Whitson lot, as described in Deed Book 228, page 14, Probate Office of Shelby County, Alabama, is conveyed herein to the Grantee.

This is a purchase money mortgage.

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 Mortgagee and 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, Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagor 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 Mortgagee, with loss, if any, payable to Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if Mortgagor fails to keep said property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at Mortgagee's option declare the indebtedness secured hereby to be due and payable at once or insure said property 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 Mortgagee for taxes, assessments or insurance, shall become a debt to 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 Mortgagee, or assigns, and be at once due and payable. If Mortgagee elects not to make such payment, then the failure of Mortgagor to pay for such taxes, assessments or insurance may be treated by Mortgagee as a default under this Mortgage.

Upon condition, however, that if Mortgagor pays said indebtedness, and reimburses Mortgagee or assigns for any amounts Mortgagee 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 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 Mortgagee or assigns 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, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage is subject to foreclosure as now provided by law in case of past due mortgages, and Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving three weeks 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 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 Mortgagor, and Mortgagor further agrees that 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 Mortgagee or assigns, for the foreclosure of this mortgage, should the same be foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Mortgagor has hereunto set Mortgagor's signature and seal, this 4th day of August, 2006.

Greg Brock
Greg Brock

Jeannie Brock
Jeannie Brock

STATE OF ALABAMA
SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Greg Brock and Jeannie Brock, 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 4th day of August, 2006.

Deborah Swale
Notary Public