REAL ESTATE MORTGAGE

THE STATE OF ALABAMA

COUNTY

20060815000397380 1/4 \$248.45 Shelby Cnty Judge of Probate, AL 08/15/2006 12:20:18PM FILED/CERT

This instrument prepared by: SPEAKS & SPEAKS
Attorneys at Law
P. O. Drawer 1918
Clanton, Alabama 35046

KNOW ALL MEN BY THESE PRESENTS: That whereas Darrell L. Rush and wife, Shelly B. Rush has/have become justly indebted to Thomas Bernard Steward and wife, Mary C. Stewart (together with his/her/its successors and assigns, hereinafter called "Mortgagee/s", the principal sum of One Hundred Fifty Two Thousand Two Hundred Thirty Six and 00/100 Dollars (\$152,236.00) as evidenced by a promissory note or notes, dated the 29 day of _________, 2006 and due and payable as follows:

As evidenced by Promissory Note of even date.

NOW, THEREFORE, in consideration of the premises and of the sum of One and 00/100 Dollar (\$1.00) this day cash in hand paid by Mortgagor/s to the Mortgagee/s, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including Future Advances now or hereafter owed by any of the undersigned to Mortgagee/s, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned **Darrell L. Rush and wife, Shelly B. Rush** (whether one or more, hereinafter called the "Mortgagor/s") do/does hereby grant, bargain, sell and convey unto the said Mortgagee/s the following described real estate situated in Chilton County, State of Alabama, viz:

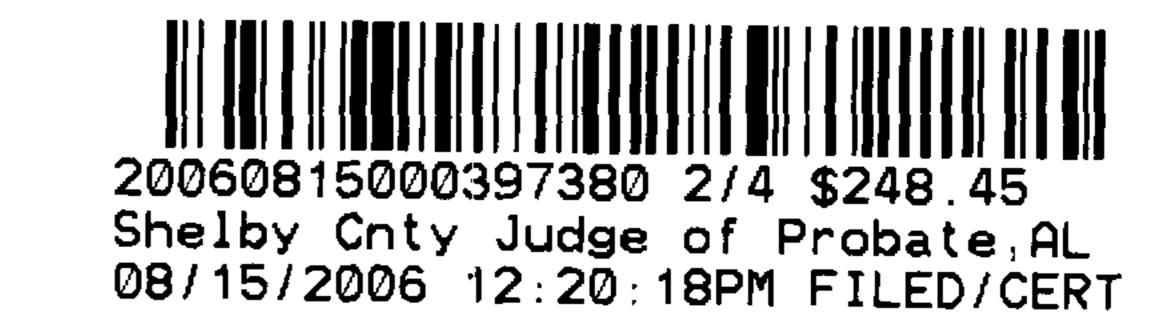
Lot 110, according to the Map of Country View Estates, Phase II, as recorded in Map Book 13, Page 137, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

Subject to restrictions, easements and rights of way of record.

To Have and To Hold the same and every part thereof unto Mortgagee/s, his/her/their successors and assigns forever.

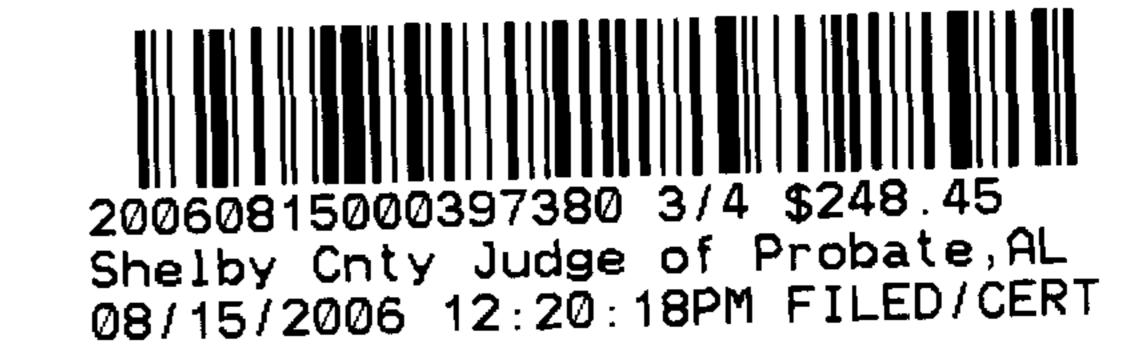
And for the purpose of further securing the payment of said indebtedness the Mortgagor/s warrant/s, covenant/s and agree/s with Mortgagee/s, his, her, their successors and assigns, as follows:

- 1. That he/she/they is/are lawfully seized in fee and possessed of said mortgaged property and has a good right to convey the same as aforesaid, that he/she/they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
- 2. That he/she/they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property, and should default be made in the payment of same, or any part thereof, said Mortgagee/s may pay the same (but Mortgagee/s are not obligated to do so).
- That he/she/they will keep the buildings on said premises continuously insured in such amounts, in such manner and with such companies as may be satisfactory to mortgagee's against loss by fire (including so-called extended coverage), wind, and such other hazards as Mortgagee's may specify, with loss, if any, payable to said Mortgagee/s, and will deposit with Mortgagee/s policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay premiums therefore as the same become due. Mortgagor/s shall give immediate notice in writing to Mortgagee's of any loss or damages to said premises caused by any casualty. If Mortgagor/s fail/s to keep said property insured as above specified, Mortgagee/s may insure said



property (but Mortgagee/s is/are not obligated to do so) for its insurable value against loss by fire, wind, and other hazards for the benefit of Mortgagor/s and Mortgagee/s, or Mortgagee/s along, at Mortgagee's election. The proceeds of such insurance shall be paid by insurer to Mortgagee/s, which is/are hereby granted full power to settle and compromise claims under all policies and to demands, receive and receipt for all sums becoming due hereunder; said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collection same, or to be used in repairing or reconstructing the premises, as Mortgagee/s may elect.

- 4. That all amounts so expended by Mortgagee/s for insurance or for the payment of taxes or assessments or to discharge prior liens shall become a debt due Mortgagee/s, shall be at once payable without demands upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above or, if no such rate of interest is specified or if the rate specified would be unlawful, at the rate of 8% per annum from date of payment by Mortgagee/s and such debt and the interest thereon shall be secured by the lien of this mortgage; and upon failure of Mortgagor/s to reimburse Mortgagee/s for all amounts so expended, at the election of the Mortgagee/s and with or without notice to any person, Mortgagee/s may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and the same may be foreclosed as hereinafter provided.
- 5. To take good care of the mortgaged property described above and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear along excepted.
- 6. That no delay or failure of Mortgagee/s to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of said Mortgagor/s and that the procurement of insurance or payment of taxes or other liens or assessments by Mortgagee/s shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of Mortgagor/s to procure such insurance or to pay such taxes, liens, or assessments, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by Mortgagor/s and by Mortgagee/s.
- 7. That he/she/they will well and truly pay and discharge every indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagor/s to mortgagee/s whether now owing or hereafter incurred.
- 8. That after any default on the part of Mortgagor/s, Mortgagee/s shall be entitled as a matter of right to the appointment without notice to any party, of receiver of the rents, issues and profits of said premises, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee not exceeding 15 percent of the unpaid debt after default shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.
- 9. That all the covenants and agreements of Mortgagor/s herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee/s shall inure to the benefit of the successors and assigns of Mortgagee/s.
- 10. That the debt or debt hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statute of Alabama relating to liens of mechanics and materialmen, without regard to the form and contents of such statement and without regard to the existence or non-existence of the debt, or any part thereof, or of the line on which such statement is based.
- 11. That the debt or debts hereby secured shall at once become due and payable and this mortgage



subject to foreclosure as herein provided at the option of the holder hereof when and if Mortgagor/s should sell or transfer the mortgaged property, or any part thereof during the lifetime of this mortgage, without first having obtained the written consent of Mortgagee/s.

12. That the provisions of this mortgage and of the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes.

UPON CONDITION, HOWEVER, that if Mortgagor/s shall well and truly pay and discharge all the indebtedness hereby secured (including future advances) as the same shall become due and payable and shall in all things do and perform all acts and agreement by him/her/them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void: but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part of installment thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee/s under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee/s in said property become endangered by reason of the enforcement of any lien or encumbrance thereon so as to endanger the debt(s) hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority having power of eminent domain, or should Mortgagor/s sell or transfer the mortgaged property, or any part thereof without first having obtained the written consent of Mortgagee/s, or should Mortgagor/s fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same which may not as said date have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of Mortgagee/s, notice to the exercise of such option being hereby expressly waived; and Mortgagees shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the Court House door of the County (or division thereof) where said property, or substantial part of said property, is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County, and upon the payment of the purchase money Mortgagee/s or auctioneer is/are authorized to execute to the purchaser a good and sufficient deed to the property sold. Mortgagee/s shall apply the proceeds of said: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee not exceeding 15 percent of the unpaid debt after default if the original amount financed exceeded \$300.00; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment of the indebtedness hereby secured and interest thereon; whether the same shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagor/s or to whomsoever of the mortgaged property at any foreclosure sale hereunder. Mortgagor/s hereby waive/s any requirement that the mortgaged property be sold in separate tracts and agree that Mortgagee/s may, at his/her/their option, sell said property en masse regardless of the number of parcels hereby conveyed.

IN WITNESS WHEREOF, the undersign has caused this instrument to be executed by its office of, 2006.		• /
ATTEST:	15-11 2 Tal	_(SEAL)
ATTEST:	Darrell L. Rush Shelly B. Rush Shelly B. Rush	_(SEAL)

THE STATE OF ALABAMA COUNTY

I/we, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **Darrell L. Rush and wife, Shelly B. Rush** whose name(s) is/are signed to the foregoing mortgage and who is/are known to me/us, acknowledged before me on this day that, being informed of the contents of the mortgage, he/she/ they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 29^{th} day of 9^{th} , 2006.

(Notariai Seal)

Majon Repur NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES MAY 7, 2008

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