

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, Michael A. Manning and Missy K. Manning, husband and wife, (hereinafter called "Mortgagor", whether one or more) are justly indebted to Jackie E. Elliott and Judith H. Elliott, (hereinafter called "Mortgagee," whether one or more), in the sum of Three Hundred Eighty-five Thousand and no/100 Dollars (\$385,000.00), 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, Mortgagor, 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:

See Attached Exhibit "A" For Legal Description.

**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 and other normal casualty losses 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 at the same rate as stated in the note, and be at once due and payable. If Mortgagee elects not to make such payment or payments, 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

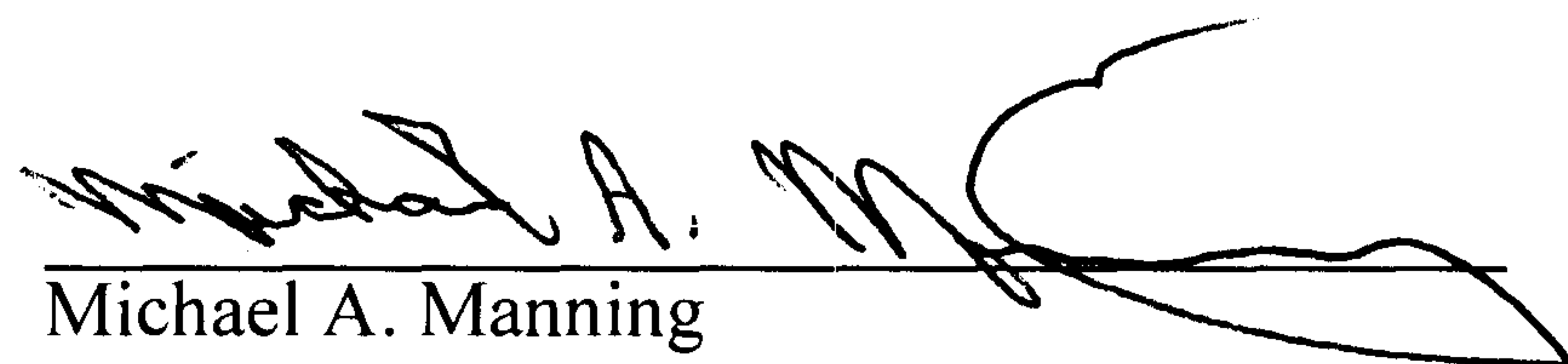
*Closing Service*

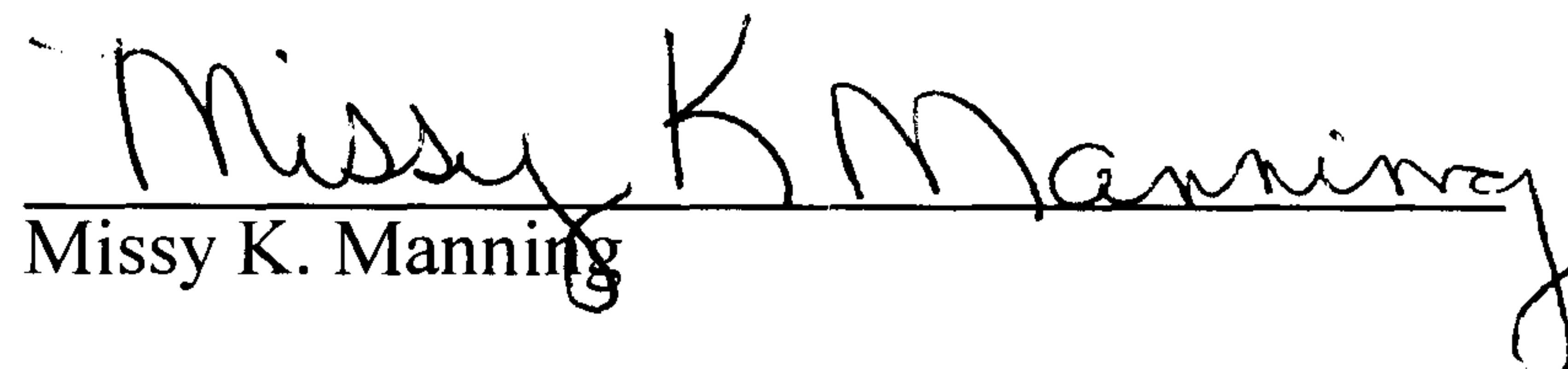




is subject to foreclosure as now provided by law in case of past due mortgages, and Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving three weeks notice, by publishing once a week for three consecutive 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 Michael A. Manning and Missy K. Manning have hereunto set their signatures and seals, this 6<sup>TH</sup> day of September, 2006.

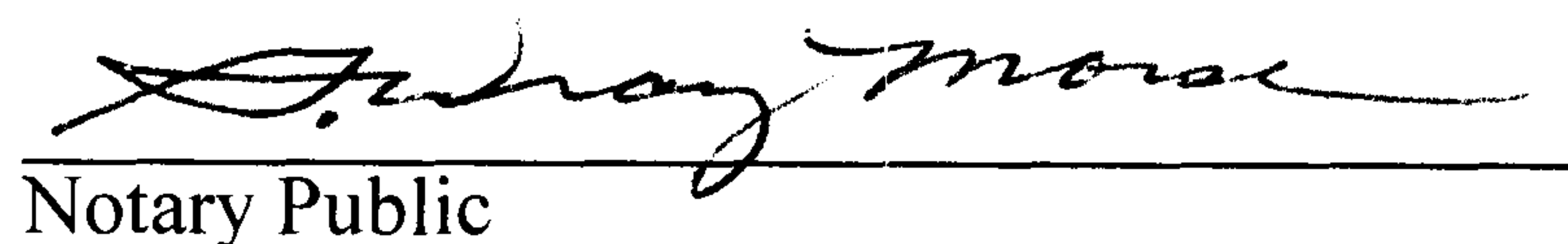
  
Michael A. Manning

  
Missy K. Manning

STATE OF ALABAMA  
SHELBY COUNTY                      General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael A. Manning and Missy K. Manning, 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 6<sup>TH</sup> day of SEPTEMBER, 2006.

  
Notary Public

My Commission Expires: 9/10/2008

## **EXHIBIT "A"**

**A parcel of land located in the Southeast 1/4 of the Southeast 1/4 of Section 25, Township 19 South, Range 3 West more particularly described as follows:**

**Commence at the Northwest corner of said 1/4-1/4 Section thence in a Southerly direction along the Westerly line of said 1/4-1/4 Section a distance of 451 feet; thence 72 degrees 10 minutes left, in a Southeasterly direction a distance of 210 feet to the point of beginning; thence 72 degrees 10 minutes right in a Southerly direction a distance of 74.11 feet; thence 35 degrees 09 minutes 10 seconds left in a Southeasterly direction a distance of 177.02 feet; thence 90 degrees left in a Northeasterly direction a distance of 120.96 feet; thence 90 degrees left in a Northwesterly direction a distance of 180.00 feet; thence 90 degrees, left in a Southwesterly direction a distance of 26.50 feet; thence 76 degrees 28 minutes 40 seconds right in a Northwesterly direction a distance of 61.56 feet; thence 80 degrees 06 minutes 26 seconds left in a Southwesterly direction a distance of 37.64 feet to the point of beginning. Situated in Shelby County, Alabama.**

This conveyance is made subject to any and all restrictions, reservations, covenants, easements, and rights-of-way, if any, heretofore imposed of record affecting said property and municipal zoning ordinances now or hereafter becoming applicable, and taxes or assessments now or hereafter becoming due against said property.