THIS INSTRUMENT WAS PREPARED BY:
A. XINCENT BROWN, JR.
5/10 - 18TH STREET, NORTH
BESSEMER, AL 35020

REAL ESTATE MORTGAGE

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Tommy Woolsteen, an married man (hereinafter called the "Mortgagor", whether one or more) are justly indebted to Paul Lutz and Joyce Lutz, (hereinafter called the "Mortgagee", whether one or more), in the sum of Forty Thousand Dollars and 00/100 (\$40,000.00) evidenced by one promissory note of even date herewith, said note more particularly describing the terms and conditions.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

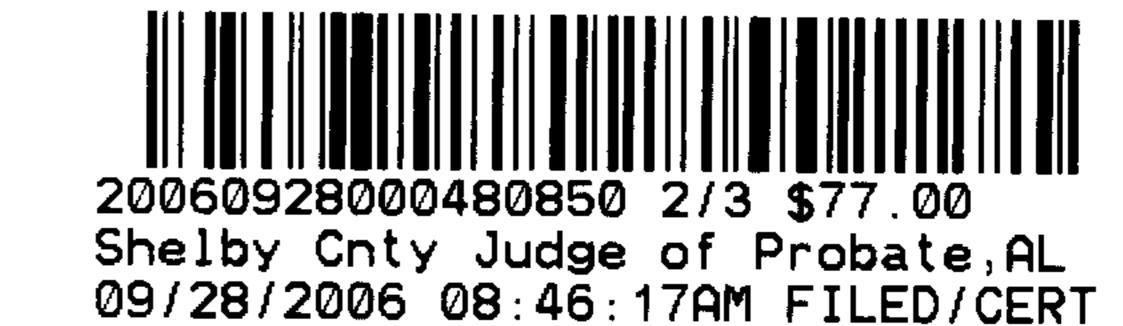
NOW THEREFORE, in consideration of the premises, said Mortgagor(s), Tommy Woolsteen, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in the County of Shelby, State of Alabama, to-wit:

See attached Exhibit "A" for a complete description of the property being conveyed herein.

THIS IS A FIRST LIEN PURCHASE MONEY MORTGAGE

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 Mortgage, 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 them 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 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 a part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned, Tommy Woolsteen has/have hereunto set his/her/their signature and seal this the15th day of September, 2006.

Tommy Woolsteen (SEAL)

(SEAL)

STATE OF ALABAMA COUNTY OF JEFFERSON

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Tommy woolsteen**, whose name 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 the conveyance, she/he/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 18th day of August, 2006.

MOTARYPUBLIC

MY COMMISSION EXPIRES:

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20060928000480850 3/3 \$77.00 Shelby Cnty Judge of Probate, AL 09/28/2006 08:46:17AM FILED/CERT

EXHIBIT "A"

Parcel I

Commencing at the southwest corner of the southwest quarter of the northeast quarter of said section 23; thence S 86 degrees 25 minutes 57 seconds east along the south line of said quarter-quarter section a distance of 265.60' to the point of beginning; thence S 86 degrees 25 minutes 57 seconds east a distance of 168.66'; thence N 42 degrees 09 minutes 32 seconds west a distance of 201.72'; thence S 47 degrees 50 minutes 28 seconds W a distance of 102.63'; thence N 45 degrees 38 minutes 22 seconds W a distance of 98.29' to the southeasterly right of way of Shelby County Highway #93; thence S 45 degrees 55 minutes 46 seconds W along said right of way a distance of 20.01'; thence S 45 degrees 38 minutes 22 seconds E a distance of 178.73' to the point of beginning.

Parcel II

Commencing at the southwest corner of the southwest quarter of the northeast quarter of said section 23; thence S 86 degrees 25 minutes 57 seconds east along the south line of said quarter-quarter section a distance of 23.81' to the southeasterly right of way of Shelby County Highway #93; thence N 45 degrees 55 minutes 46 seconds E along said right of way a distance of 178.04' to the point of beginning; thence N 45 degrees 55 minutes 46 seconds E a distance of 108.66'; thence S 42 degrees 09 minutes 32 seconds E a distance of 101.74'; thence S 47 degrees 50 minutes 28 seconds W a distance of 102.63'; thence N 45 degrees 38 minutes 22 seconds W a disatnce of 98.29' to the Point of Beginning.