

**STATE OF ALABAMA
COUNTY OF SHELBY**

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that whereas, **STEPHANIE LYNN WOOLEY**, (herein referred to as "Mortgagor") are justly indebted to **STEPHEN T. WOOLEY AND JANET M. WOOLEY** (herein referred to as "Mortgagee"), in the principal sum of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) with interest thereon at five percent (5%) per annum, as evidenced by promissory note bearing even date herewith and payable as follows, to-wit:

TERMS

NOW, in order to secure the prompt payment of said note when due, the said Mortgagor, for and in consideration of the premises, and the sum of One Dollar (\$1.00) to the undersigned this day in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said Mortgagees, their heirs and assigns, the following described real estate lying and being situated in the County of Shelby, State of Alabama, to-wit:

SEE ATTACHED EXHIBIT "A"

Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagees, theirs heirs and assigns **FOREVER**.

And said Mortgagor do hereby covenant with the said Mortgagees, their heirs and assigns, that Mortgagor lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances except as herein above provided; that Mortgagor will warrant and defend the premises to the said Mortgagees, their heirs and assigns, forever, against the lawful claims and demands of all persons.

Moseley

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS, NEVERTHELESS, that is to say: If Mortgagor shall well and truly pay, or cause to be paid, the said note, and each and all of them, and each and every installment thereof, and interest thereon, when due, then this conveyance shall become null and void. But should Mortgagor fail to pay said note, or either or any of them, or any installment thereof at maturity then all of said indebtedness shall become due and payable at once, whereupon the said Mortgagees, their heirs and assigns, personal representatives, agents or attorneys, are hereby authorized and empowered to sell the said property hereby conveyed at auction for cash, at the Shelby County, Courthouse door in the City of Columbiana, Alabama, first having given notice thereof for three (3) weeks by publication in any newspaper then published in said City, and execute proper conveyance to the purchaser, and out of the proceeds of said sale the Mortgagees shall first pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note and interest thereon, and any sums advanced by Mortgagees for delinquent taxes, assessments or insurance premiums, and the balance, if any, pay over to the Mortgagor.

In the event of such sale, the said Mortgagees, their heirs, assigns, personal representatives, agents or attorneys are hereby authorized and empowered to purchase said property the same as if they were strangers to this conveyance, and the auctioneer or person making the sale is hereby empowered and directed to make and execute a deed to the purchaser in the name of the Mortgagor.

And it is also agreed that in case of the Mortgagees herein, their heirs and assigns, see fit to foreclose this mortgage in a court having jurisdiction thereof, Mortgagor will pay a reasonable attorney's fee therefor, which fee shall be and constitute a part of the debt hereby secured.

Mortgagor further represent and declare to said Mortgagees, that the title to said real estate is in Mortgagor's own right, and that the representations herein made as to the title and encumbrances are so made with the intent and for the purpose of inducing this loan.

Mortgagor further agrees to keep said property insured against fire and windstorm in good and responsible companies acceptable to Mortgagees for not less than outstanding indebtedness, and have each such policy payable to said Mortgagee, as their interest may appear in said property, and deliver the same to Mortgagee; and should Mortgagor fails to insure said property, the Mortgagees are hereby authorized to do so, and the premiums so paid by Mortgagee shall be and constitute a part of the debt secured hereby.

The Mortgagor herein agrees to pay all taxes and assessments, general or special, levied upon the real estate herein conveyed before the same become delinquent; should Mortgagor fail to pay any of such taxes or assessments, or insure the property, as herein above stipulated, the Mortgagees may do so and thereupon declare the whole debt secured by this Mortgage to be due and payable, and proceed to foreclose at once, as herein above provided with respect to foreclosure of this mortgage.

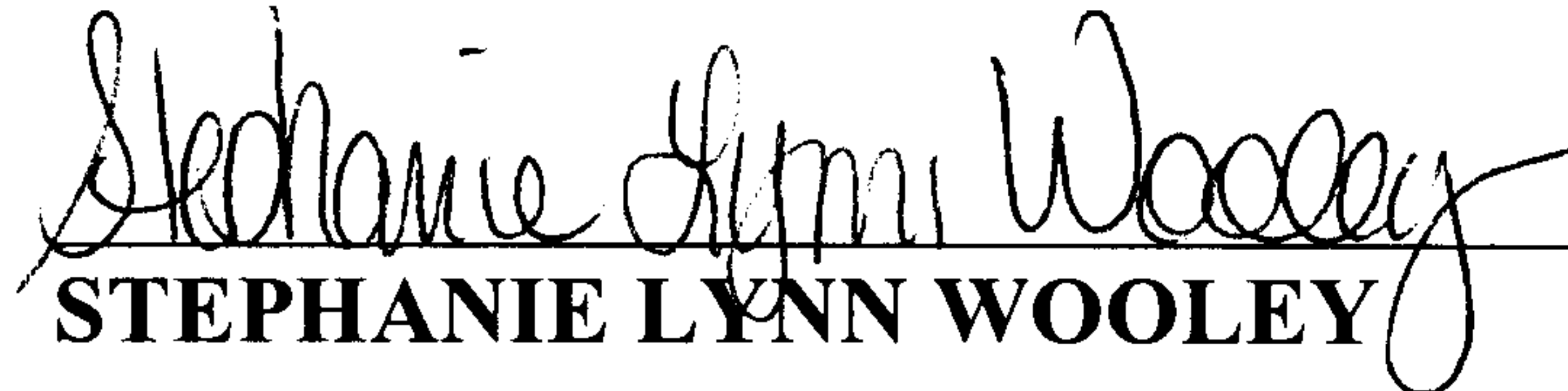
If any scheduled payment is in default ten (10) days or more, the Mortgagees may charge and collect, and the Mortgagor hereof shall pay, a charge for servicing said payment equal to five percent


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(5%) of the amount of such scheduled payment in default, not to exceed One Hundred Dollars (\$25.00).

This mortgage shall become due and payable at the option of the Mortgagees if the Mortgagor shall convey said premises or if the title thereto shall become vested in any other party. In the event this mortgage is a second mortgage, as part of the consideration hereof it is understood that a default of the first mortgage shall operate as a default of this mortgage.

24th IN WITNESS WHEREOF, Mortgagor have hereunto set his hand and seal on this the 24th day of January, 2007.


STEPHANIE LYNN WOOLEY

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **STEPHANIE LYNN WOOLEY**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 24th day of January, 2007.


NOTARY PUBLIC
My Commission Expires: _____

(SEAL)

After Recording Return To:
Stephen T. Wooley
Janet M. Wooley
580 Shady Nook Drive
Deatsville, AL 36022

DAVID S. SNODDY
MY COMMISSION EXPIRES 6/18/10


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EXHIBIT "A"

UNIT 1208, IN HORIZON, A CONDOMINIUM, AS ESTABLISHED BY THAT CERTAIN DECLARATION OF CONDOMINIUM OF HORIZON, A CONDOMINIUM, WHICH IS RECORDED IN INSTRUMENT #2001-40927, TO WHICH DECLARATION OF CONDOMINIUM A PLAN IS ATTACHED AS EXHIBIT "A" THERETO, SAID PLAN BEING FILED FOR RECORD IN MAP BOOK 28, PAGE 141, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND TO WHICH SAID DECLARATION OF CONDOMINIUM THE BY-LAWS OF THE HORIZON CONDOMINIUM ASSOCIATION, INC. IS ATTACHED AS EXHIBIT "D", TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS ASSIGNED TO SAID UNIT, AS SHOWN IN EXHIBIT "C" OF SAID DECLARATION OF CONDOMINIUM OF HORIZON, A CONDOMINIUM.


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