

SATISFACTION OF MORTGAGE

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Know All Men By These Presents, That, The undersigned acknowledges full payment of the indebtedness secured by that certain mortgage executed to Brush Family Limited Partnership by Walter G. Brush III and his wife Shoran S. Brush which said mortgage was dated May 5, 2006 and recorded May 18, 2006 in the office of the Judge of Probate Court of Shelby County, Alabama, and by this instrument does hereby satisfy and discharge said mortgage in full and release from the lien of said mortgage all the property described therein.

Witness my hand and seal this 19 day of October, 2007.

Brush Family Limited Partnership

Water D. Brush I By Walter G. Brush II

Its General Partner

STATE OF ALABAMA

COUNTY OF JFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Walter G. Brush II whose name as General Partner of Brush Family Partnership, 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 the instrument, he, as such and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal the day of October, 2007.

Alabama State at Large My Commission Expires September 26, 2011

Notary Public

'This instrument was prepared by

(Name) Walter G. Brush, III

20060518000235670 1/2 \$539.00 Shelby Cnty Judge of Probate, AL 05/18/2006 10:45:42AM FILED/CERT

(Address) 307 Great View Circle, Moover, AL 35226

Form 1-1-22 Rev. 1-66

of

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Walter G. Brush, III and Sharon S. Brush 307 Great View Circle, Hoover, AL 35226

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Brush Family Limited Partnership 437 Sunset Drive Vestavia Hills, AL 35216 20071023000491030 2/3 \$17.00 Shelby Cnty Judge of Probate, AL 10/23/2007 12:35:17PM FILED/CERT

(hereinafter called "Mortgagee", whether one or more), in the sum Dollars

(\$ 350,000), evidenced by

a promissory note dated April 1, 2006

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 Mortgagors,

Walter G. Brush, III and Sharon S. Brush

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in SHELBY

County, State of Alabama, to-wit:

Lot 15, Fox Valley Subdivision

Map Book: 34 Map Page: 008 in the Probate Office - Shelby Co. Alabama

Section: 05 Township: Z15 Range: 03W

Acres: 3.01

Tax Parcel Number: 23 3 05 1 002 015.000

Address: 129 Fox Valley Drive Alabaster, AL 35007

Together with all rights, easements, appurtenances, royalties, mineral rights, oil & gas rights, all water and riparian rights, wells, ditches & water stock, and all existing and future improvements, structures, fixtures, and replacements that may now or at any time in the future, be part of the real estate described (all referred to as Property).

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 Mortgagee, 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 then be necessary to expend, in paying insurance, taxes, or other incumbrances, 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 be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

harra hamanata sat			
have hereunto set signature	and seal, this	Auto C. B.	, 19 LL (SEAL)
		Marin 2) (SEAL)
20060512000224470 2/2 \$364.00			(SEATA)
Shelby Cnty Judge of Probate, AL 05/12/2006 08:47:19AM FILED/CERT		***************************************	(SEAL)
)		
THE STATE of Alabama Tefferson con	JNTY		
I, Scott Cazo hereby certify that Walter	re Brush	·	d for said County, in said State,
whose name signed to the foregoing of that being informed of the contents of the Given under my hand and official seal t	conveyance	executed the same voluntarily	owledged before me on this day, on the day the same bears date. 192006 Notary Public.
THE STATE of Alabama Jessesson cot I, Natasha Dining hereby certify that Sharon S. B.	INTY)	, a Notary Public in and	d for said County, in said State,
whose name as a corporation, is signed to the foregoing of being informed of the contents of such co for and as the act of said corporation. Given under my hand and official seal,	of conveyance, and w nveyance, he, as s	uch officer and with full authorit	ty, executed the same voluntarity



