

STATE OF ALABAMA  
JEFFERSON COUNTY

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Whereas, **JAMES E. RAMSEY and spouse RUTH P. RAMSEY** (hereinafter called "MORTGAGOR", whether one or more) is justly indebted to **C. HARRY KNOWLES** ("hereinafter called "Mortgagee"), in the sum of **THREE HUNDRED SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$365,000.00)**, evidenced by, **TWO PROMISSORY NOTE OF EVEN DATE**.

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, and all others executing this mortgage, does hereby grant, bargain sell and convey unto the Mortgagee the following described real estate, situated in Shelby and Jefferson County, Alabama, to wit:

**PARCEL I**

**LOT 22, ACCORDING TO THE SURVEY OF THE VILLAGE AT HIGHLAND LAKES, REGENT PARK NEIGHBORHOOD, AN EDDLEMAN COMMUNITY, AS RECORDED IN THE PROBATE OFFICE OF SHLEBY COUNTY, ALABAMA. TOGETHER WITH NONEXCLUSIVE EASEMENT TO THE PRIVATE ROADWAYS, COMMON AREAS ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTERPROTECTIVE COVENANTS FOR THE VILLAGE AT HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, RECORDED AS INSTRUMENT NO. 20060421000186650, IN SAID PROBATE OFFICE AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGE AT HIGHLAND LAKES, REGENT PARK NEIGHBORHOOD, TO BE RECORDED AS INSTRUMENT NO 20070223000084910, IN SAID PROBATE OFFICE (WHICH TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").**

**PARCEL II**

**LOT TWO (2) BLOCK ONE (1), ACCORDING TO THE SURVEY OF BERRY'S FIRST ADDITION TO GARDENDALE, AS RECORDED IN MAP BOOK 29, PAGE 1 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.**

**THIS IS A PURCHASE MONEY MORTGAGE.**

**VALUE ASSIGNMENT: SHELBY COUNTY \$324,900.00  
JEFFERSON COUNTY \$40,100.00**

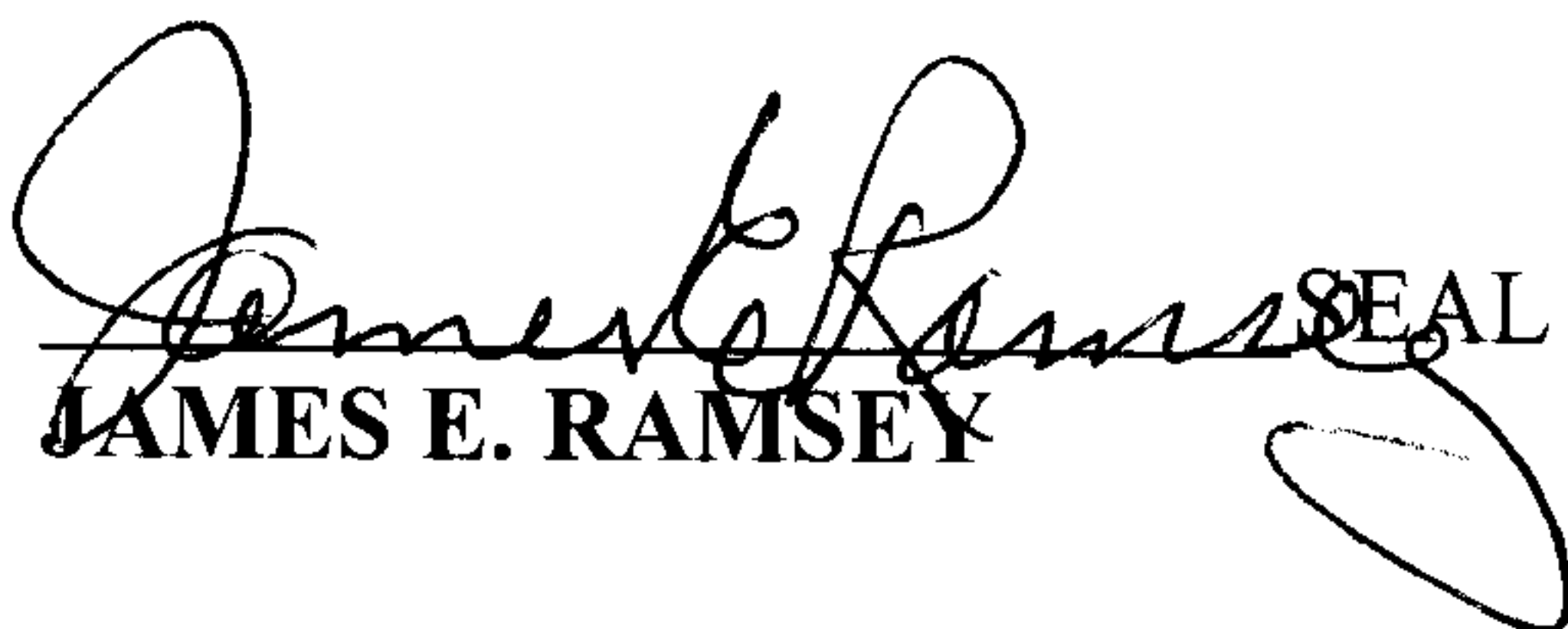
Said Property is warranted free from all encumbrances and against any adverse claims, except as stated above.

To have and to hold the above granted property unto the said Mortgagee, Mortgagee's successors and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes and 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 hazards, including within the term "extended coverage" and any other hazards, including but not limited to, earthquakes, floods, wind, and hail for which Mortgagee requires insurance, 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 and properly deliver as above specified, or fail to deliver said insurance policies to said Mortgagee; then 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 collection of same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns in addition 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, 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 pay 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 reasons 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 be subject to foreclosure as now provided by law in case of past due mortgages, and 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 (21) days' notice, by publishing once a week for three (3) consecutive weeks, the time, place and terms of said 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 Courthouse Door of said County (or division thereof) where said real 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 may be necessary to expend, in paying insurance, taxes or other encumbrance, 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 thereof; 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 have hereunto set their signatures, this 16th day of JANUARY, 2008.

 SEAL  
JAMES E. RAMSEY

 SEAL  
RUTH P. RAMSEY

STATE OF ALABAMA  
JEFFERSON COUNTY

I, GENE W. GRAY, JR., a notary public in and for said county in said state, hereby certify that **JAMES E. RAMSEY and spouse RUTH P. RAMSEY** whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed this mortgage voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 16th day of JANUARY, 2008.

  
NOTARY PUBLIC  
Commission expires 11/09/10

PREPARED BY:  
GENE W. GRAY, JR.  
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