

INSTRUMENT PREPARED BY:

James J. Odom, Jr.

P.O. Box 11244

Birmingham, Alabama 35202

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned, Joseph A. Painter and wife, Morgan Wood Painter, are justly indebted to Roy L. Martin in the sum of ONE HUNDRED THIRTY-TWO THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$132,700.00) (the "Indebtedness") evidenced by a promissory note of even date, and

WHEREAS, it is desired by the undersigned to secure the prompt payment of the Indebtedness.

NOW, THEREFORE, in consideration of the Indebtedness, and to secure the prompt payment thereof at maturity, the undersigned, Joseph A. Painter and wife, Morgan Wood Painter ("Mortgagors"), do hereby grant, bargain, sell and convey unto Roy L. Martin ("Mortgagee") the following described real property (the "Property") situated in Shelby County, Alabama, to-wit:

Lot 61, according to the Survey of Brookhollow, Second Sector, as recorded in Map Book 17, at Page 141, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO: (1) Current taxes; (2) Building setback line of 15 feet reserved from Brookhollow Drive, as shown by plat; (3) Easements as shown by recorded plat, including 7.5 feet on the Northwestern side of the land; (4) Transmission line permit to Alabama Power Company as recorded in Inst. No. 1994-01183 in the Probate Office; (5) Restrictions, limitations and conditions as set out in Map Book 17, at Page 141, in the Probate Office; (6) Restrictions, covenants and conditions as set out in instrument recorded in Inst. No. 1993-32092 in the Probate Office; (7) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Inst. No. 1994-12943 in the Probate Office.

The proceeds of this loan have been applied toward the purchase price of the property described above conveyed to Mortgagors simultaneously herewith.

This property is warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the Mortgagee forever; and for the purpose of further securing the payment of the Indebtedness, the undersigned agree to pay all taxes, or assessments, when legally imposed upon the Property, and should default be made in the payment of taxes or assessments, the Mortgagee has the option of paying off them; and to further secure the Indebtedness, the undersigned agrees to keep the improvements on the real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof in

companies satisfactory to the Mortgagee, with loss, if any, payable to the Mortgagee, as the interest of the Mortgagee may appear, and promptly to deliver the policies, or any renewals of the policies, to the Mortgagee; and if the undersigned fail to keep the Property insured as above specified, or fail to deliver the insurance policies to the Mortgagee, then the Mortgagee has the option of insuring the Property for the reasonable insurable value for the benefit of the Mortgagee, the policy, if collected, to be credited on the Indebtedness, less cost of collecting same; all amounts so expended by the Mortgagee for taxes, assessments or insurance, shall become a debt to the Mortgagee, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from the date of payment by the Mortgagee, and be at once due and payable.

Upon condition, however, that if the Mortgagors pay the Indebtedness, and reimburse the Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the Mortgagee, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagee in the Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of the 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 Mortgagee 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, in some newspaper published in Shelby County, Alabama, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in Shelby County, Alabama, 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 be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Indebtedness in full, whether or not it shall have fully matured, at the date of the sale, but no interest shall be collected beyond the day of sale; and fourth, the remainder, if any, to be turned over to the Mortgagors; and the

undersigned, further agrees that the Mortgagee may bid at said sale and purchase the Property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagors by such auctioneer as agent, or attorney in fact; and undersigned further agrees to pay a reasonable attorney's fee to the Mortgagee for the foreclosure of this Mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this Mortgage refers to the person named as grantee in the granting clause herein.

Any estate or interest herein conveyed to the Mortgagee, or any right or power granted to the Mortgagee in or by this mortgage, is hereby expressly conveyed and granted to the heirs, and agents, and assigns of the Mortgagee.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal on this the 8th day of February, 2008.

WITNESS:

Ann Marshall

Ann Marshall

Joseph A. Painter

Morgan Wood Painter

STATE OF ALABAMA)
COUNTY OF SHELBY)


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joseph A. Painter and wife, Morgan Wood Painter, 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 8th day of February, 2008.

Ann P. Marshall

Notary Public

My commission expires: 03/12/2011


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Shelby Cnty Judge of Probate, AL
02/15/2008 10:50:25AM FILED/CERT