This instrument was prepared by:
Brian A. Dodd, Esq.
Starnes & Atchison LLP
P.O. Box 598512, Birmingham, Alabama 35259-8512

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Shelby Cnty Judge of Probate,AL
03/06/2008 02:53:05PM FILED/CERT

MORTGAGE

STATE OF ALABAMA }
COUNTY OF SHELBY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

CLINTON HARRIS, JR., a resident of the State of Alabama, and ALICIA HARRIS, a resident of the State of Alabama, whose notice address is 401 Ramsay Road, Birmingham, Alabama 35242 (hereinafter, collectively, called "**Mortgagors**"), are indebted to TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (hereinafter called "**Mortgagee**"), in the sum of One Hundred Twenty ~~Five~~ TWO Thousand Dollars ($12~~5~~2,000.00).

And Whereas, Mortgagors have agreed that this mortgage ("**Mortgage**") should be given to secure the prompt payment of said indebtedness.

NOW THEREFORE, in consideration of the premises, the Mortgagors do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated at 401 Ramsay Road, in the Shelby County, State of Alabama (the "**Mortgaged Property**"), to-wit:

Lot 218, according to the Survey of Greystone Legacy, 2nd Sector, as recorded in Map Book 27, page 66, in the Probate Office of Shelby County, Alabama.

To Have And To Hold the above granted property unto the Mortgagee, its successors, heirs, and assigns forever.

Upon condition, however, that if the indebtedness hereby secured in paid full or should no event of default by either Mortgagor have occurred and be continuing under the Note or this Mortgage and the Mortgaged Property shall be sold or conveyed to a bona fide third party purchaser, the Mortgagee shall, immediately upon request by either Mortgagor and without further consideration, release this Mortgage and the conveyance of the Mortgaged Property hereunder. Should the indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should any event of default occur under the Note or this Mortgage, then in any one of such events, the whole of such 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, agents or assigns, shall be authorized to take possession of the Mortgaged Property, and foreclose by power of sale with or without first taking possession, after giving twenty-one (21) days' written notice to Mortgagors by hand delivery or certified mail, and by publishing once a week for three (3) consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in the County in Alabama where the Mortgaged Property is located, 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 such County, (or the division thereof), 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 fees; Second, to the payment of any amounts that may have been expended, or that is may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of the indebtedness hereby secured in full whether the same shall or shall not have fully matured at the date of such sale, and including all accrued interest, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the Mortgagors and undersigned further agree that the Mortgagee, its agents or assigns may bid at such sale and purchase such property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to the Mortgagee or assigns, for the foreclosure of this Mortgage in Chancery, should the same be so foreclosed, such fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned have hereunto executed and delivered this Mortgage as of the 29th day of Feb, 2008.

Clinton Harris, Jr.

Alesia Harris

STATE OF ALABAMA }
Jefferson **COUNTY** }

I, the undersigned, a Notary Public, hereby certify that Kevin J. Kelleher, whose name is signed to the foregoing Mortgage and conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance, he, individually and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of Feb, 2008.

_____, Notary Public
My Commission Expires: 2010

STATE OF ALABAMA }
Jefferson **COUNTY** }

I, the undersigned, a Notary Public, hereby certify that Brenda M. Kelleher , whose name is signed to the foregoing Mortgage and conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance, she, individually and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of Feb, 2008.

_____, Notary Public
My Commission Expires: 2010

Return to:
Brian A. Dodd, Esq.
Starnes & Atchison LLP
P.O. Box 598512,
Birmingham, Alabama
35259-8512

MORTGAGE DEED

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