

MORTGAGE

20081215000465600 1/3 \$204.50
Shelby Cnty Judge of Probate, AL
12/15/2008 12:39:45PM FILED/CERT

STATE OF ALABAMA
COUNTY OF JEFFERSON

Know All Men by These Presents: That Whereas ELISKA RENEE MCGREW, AN UNMARRIED WOMAN (hereinafter called "Mortgagors", whether one or more), in the sum of ONE HUNDRED TWENTY FIVE THOUSAND Dollars & 00/100----- (\$125,000.00), evidenced by a promissory note of even date herewith payable in 59 monthly installments of EIGHT HUNDRED THIRTY ONE DOLLARS & 63/100----- (\$831.63) each, commencing with the first payment on February 1, 2009 and a final balloon payment of outstanding principal and interest due 01/01/2014, if not sooner paid.

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, ELISKA RENEE MCGREW and all others executing this mortgage, do hereby grant, bargain, sell and convey unto GARY MYERS AND DAVID MYERS (hereinafter called "Mortgagee") the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

11592 Highway 47, Shelby, AL 35143

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

This is a purchase money mortgage.


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, 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 the interest thereon and reimburses said mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance 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 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 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 of assigns deem best, in front of the Court House 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 to 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 encumbrances, 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 the 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.

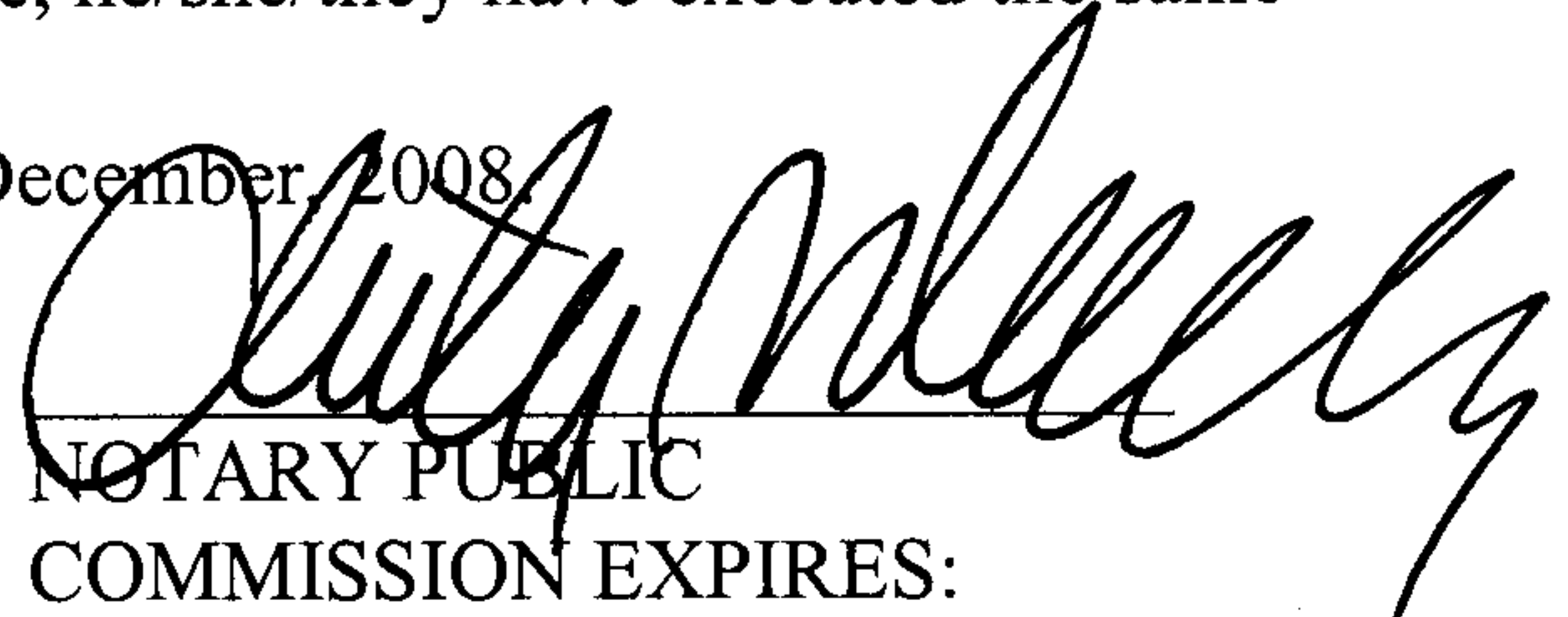
In Witness Whereof the undersigned, ELISKA RENEE MCGREW has hereunto set this signature(s) and seal this 5th day of December 2008.


ELISKA RENEE MCGREW

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said State at large, hereby certify that ELISKA RENEE MCGREW whose name(s) is/are signed to the foregoing mortgage, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of this mortgage, he/she/they have executed the same voluntarily on the day the same bears date.

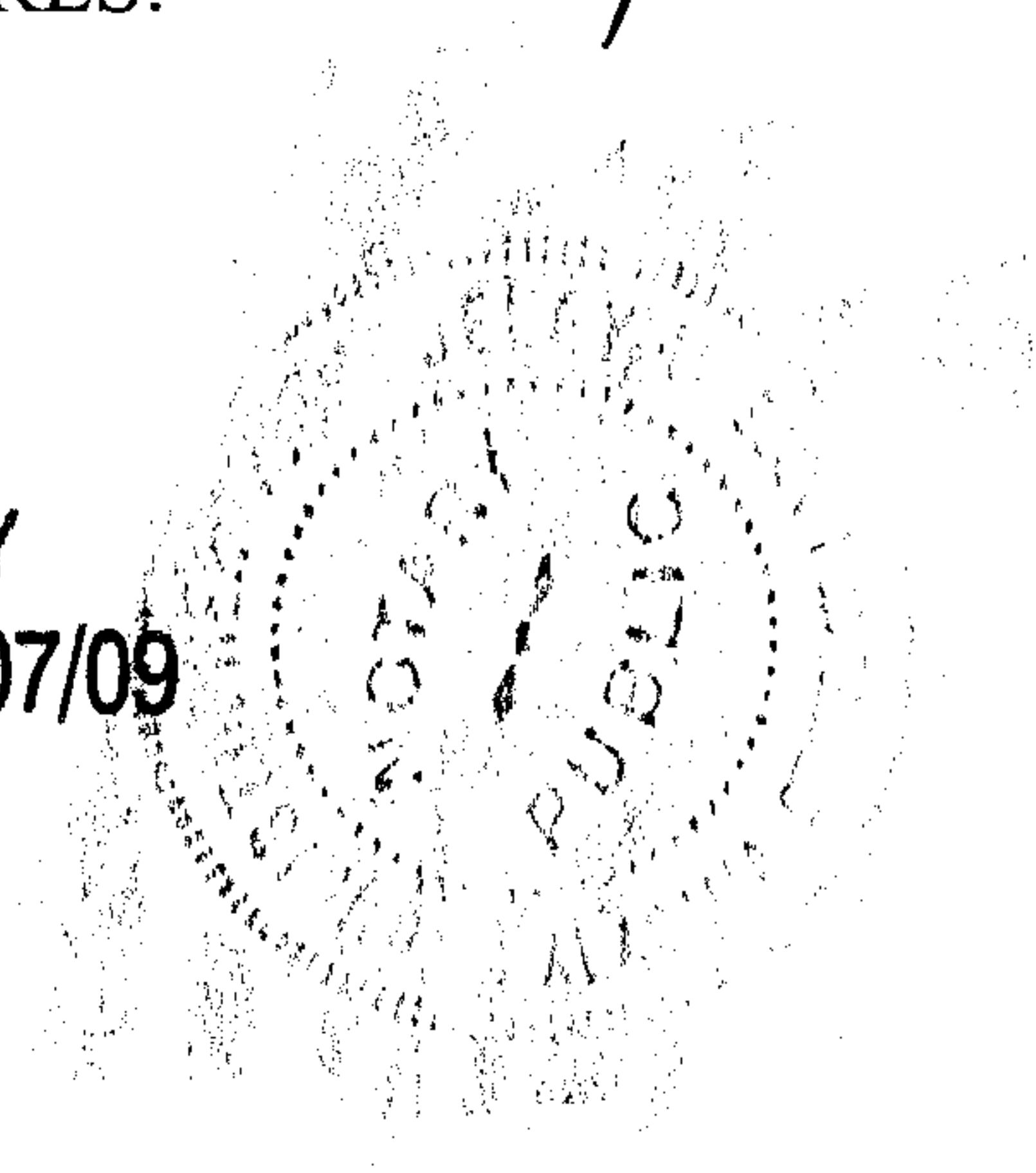
Given under my hand this 5th day of December 2008.


NOTARY PUBLIC
COMMISSION EXPIRES:

THIS INSTRUMENT PREPARED BY:

Christopher P. Moseley
Moseley & Associates, P.C.
2871 Acton Rd., Suite 101
Birmingham, Alabama 35243

CHRISTOPHER P. MOSELEY
MY COMMISSION EXPIRES 10/07/09





20081215000465600 3/3 \$204.50
Shelby Cnty Judge of Probate, AL
12/15/2008 12:39:45PM FILED/CERT

EXHIBIT "A"

LOT 29 AND LOT 28, IN BENSON'S CAMP ACCORDING TO THE MAP AS RECORDED IN MAP BOOK 4, PAGE 28, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. EXCEPT THE SOUTH 15 FEET OF SAID LOT 28. ALSO, A 15 FOOT WIDE STRIP OF UNIFORM WIDTH ADJACENT TO AND IMMEDIATELY NORTH OF LOT 28, BENSON'S CAMP ACCORDING TO MAP AS RECORDED IN MAP BOOK 4, PAGE 28, IN THE PROBATE RECORDS OF SHELBY COUNTY, ALABAMA, THE SOUTHERN BOUNDARY OF WHICH SAID 15 FOOT STRIP IS THE NORTHERN BOUNDARY OF SAID LOT NUMBER 28. SITUATED IN SHELBY COUNTY, ALABAMA. ALSO CONVEYED IS A FIFTEEN (15) FOOT EASEMENT ACROSS THE ENTIRE SOUTHERN PART OF LOT 28.