

This instrument was prepared by:
Chesley P. Payne, Attorney
Massey Stotser & Nichols PC
1780 Gadsden Highway
Birmingham, Alabama 35235

MORTGAGE

STATE OF ALABAMA () KNOW ALL MEN BY THESE PRESENTS: That Whereas,
SHELBY COUNTY ()

MARILYN ANN RIDDLE COOKE, a married woman

(hereinafter call "Mortgagor" whether one or more) are justly indebted to DUSTIN JIM COREY and JAMES LEE COREY, whose address 3510 Vann Road, Suite 101, Birmingham, Alabama 35235, (hereinafter called "Mortgagee", whether one or more), for the sum of TWENTY THOUSAND AND NO/100 (\$20,000.00) Dollars, evidenced by my one Real Estate Mortgage Note, of even date herewith, payable according to the terms and conditions as set forth therein, with the final payment to be due and payable on the 5th day of January, 2013, if not sooner paid, resulting in a balloon payment of the entire unpaid principal balance and interest due thereon.

And Whereas, Mortgagor 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 Mortgagor, Marilyn Ann Riddle Cooke, a married woman, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the said mortgagee, the following described real estate, situated in Shelby County, State of Alabama, to-wit:

See Exhibit "A" attached hereto and made a part hereof as if set forth in full herein for the complete legal description of the property being conveyed by this instrument.

This property is not the homestead of the mortgagor or her spouse as defined by the Code of Alabama.

This indebtedness secured by this mortgage may not be transferred or assigned without the prior written consent of the mortgagee.

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 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 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 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 when same becomes due, 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

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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 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, and apply the proceeds of the sale as follows: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that my have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrance, 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 agrees to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage, should the same be so foreclosed, said fee to be part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned, MARILYN ANN RIDDLE COOKE, has hereunto set her signature and seal, on this the 5th day of January, 2010.

X Marilyn Ann Riddle Cooke (SEAL)
MARILYN ANN RIDDLE COOKE

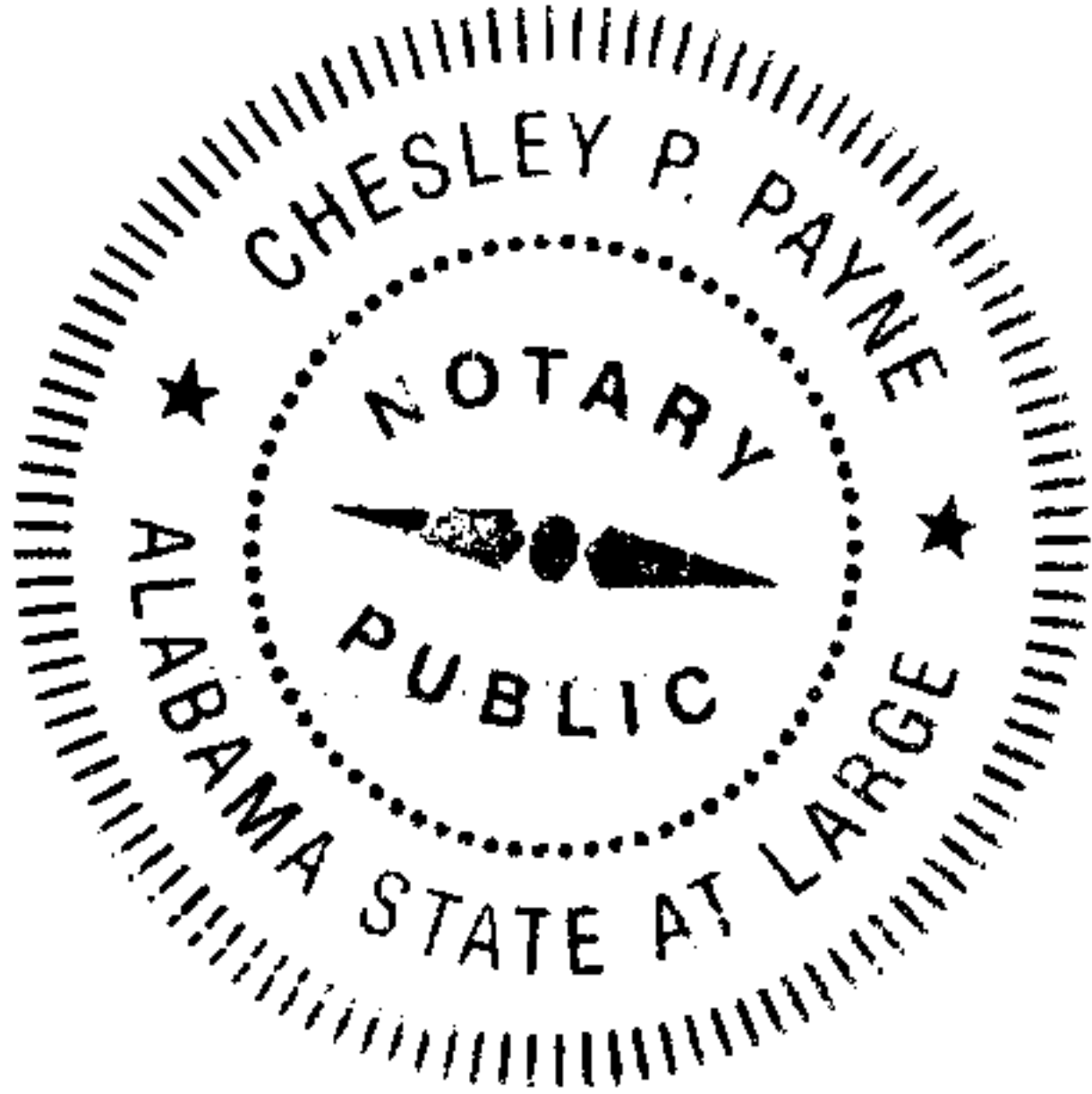
STATE OF ALABAMA ()

JEFFERSON COUNTY ()

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Marilyn Ann Riddle Cooke, whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of this conveyance, she executed the same voluntarily and as her act on the day the same bears date.

Given under my hand and official seal this 5th day of January, 2010.

Chesley P. Payne
Notary Public
My Commission Expires: 7-31-11



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Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"

Parcel I:

Beginning at the NW corner of the SE quarter of the SW quarter of Section 2, Township 21, Range 1 West, and run thence East along the North line of said last named forty acres, a distance of 186 feet, more or less to the West right of way line of the Columbiana and Chelsea public highway, as now located; run thence in a southerly direction along the west right of way line of said Columbiana and Chelsea public road, a distance of 800 feet; thence run west and parallel with the south line of said SE quarter of the SW quarter of Section 2 to the West line of said last named forty acres; run thence north along the West line of said last named forty acres to the NW corner of said SE quarter of the SW quarter of said Section 2, and said last named point of beginning of the tract of land herein described and conveyed. All situated in Shelby County, Alabama.

Parcel II:

The Southwest quarter of the Southeast quarter of Section 2, Township 21, Range 1 West, containing 40 acres, more or less situated in Shelby County, Alabama.



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Marilyn Cooke