

This instrument prepared by:
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ATTORNEY AT LAW
P.O. Box 660
Sylacauga, AL 35150

MORTGAGE

STATE OF ALABAMA §

SHELBY COUNTY §

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, Randall K. Sisk and wife, Shawne M. Sisk, (hereinafter called "Mortgagors", whether one or more) is justly indebted to Geoffrey E. Wilson and wife, Missy M. Wilson, (hereinafter called "Mortgagees", whether one or more), in the sum of NINETY THOUSAND AND NO/100 Dollars (\$90,000.00), evidenced by one promissory note of even date herewith, according to the terms set out therein.

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, Randall K. Sisk and wife, Shawne M. Sisk, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagees the following described real estate, situated in Shelby, State of Alabama, to-wit:

Exhibit "A"

This is a purchase money mortgage .


TO HAVE AND TO HOLD the above granted property unto the said Mortgagees, Mortgagees' 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 Mortgagees may at Mortgagees' 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 Mortgagees, with loss, if any, payable to said Mortgagees, as Mortgagees' interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagees; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagees, then the said Mortgagees, or assigns, may at Mortgagees' option insure said property for said sum, for Mortgagees' own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagees for taxes, assessments or insurance, shall become a debt to said mortgagees 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 Mortgagees, or assigns, and be at once due and payable.

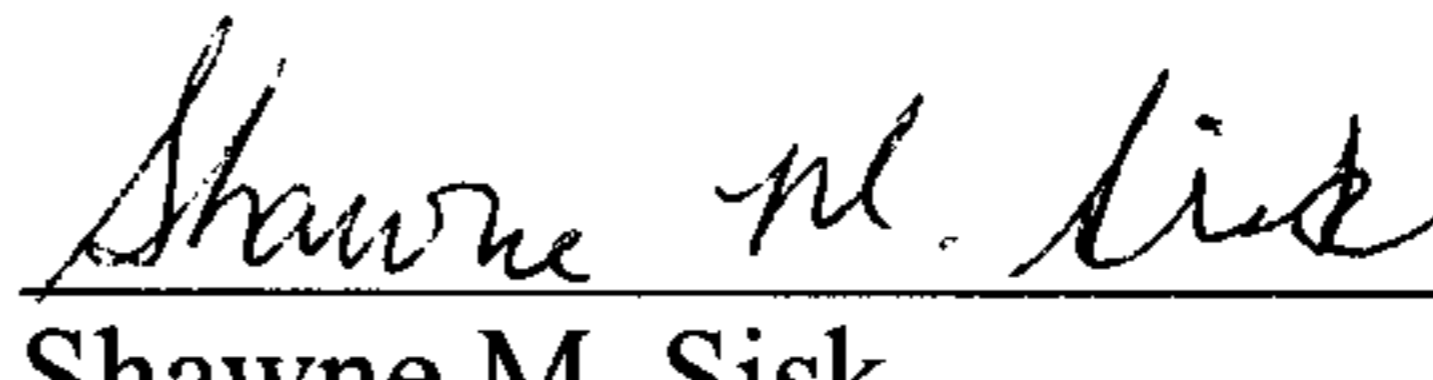
Upon condition, however, that if the said Mortgagors pay said indebtedness, and reimburses said Mortgagees or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagees 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 Mortgagees 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 Mortgagees, 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 Mortgagees, 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 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 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 Mortgagors and the undersigned further agree that said Mortgagees, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagees 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 Randall K. Sisk and wife, Shawne M. Sisk has hereunto set their signatures and seals, this 11th day of June, 2010.

 (SEAL)
Randall K. Sisk

 (SEAL)
Shawne M. Sisk

STATE OF ALABAMA §

TALLADEGA COUNTY §

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Randall K. Sisk and wife, Shawne M. Sisk, whose names are signed to the foregoing conveyance, and who is 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 11th day of June, 2010.


NOTARY PUBLIC
My Commission Expires: 11/15/11

EXHIBIT "A"

Commencing at the Southwest corner of Section 26, Township 24 North, Range 15 East, Shelby County, Alabama; thence East along South boundary of said Section 923.14 feet to a point; thence turn 85 degrees 15 minutes left and run a distance of 421 feet to a point; thence turn 30 degrees left and run a distance of 210.00 feet to the point of beginning; thence continue along last said course a distance of 40.00 feet; thence turn an angle of 51 degrees to the right and run a distance of 35.2 feet to a point; thence turn an angle of 95 degrees 10 minutes left and run 158.54 feet to a point; thence turn an angle of 61 degrees 15 minutes left and run 123.8 feet to a point on the 397 contour line of Lay Lake; thence turn an angle of 50 degrees 14 minutes to the left and run in a Southerly direction along the 397 contour line of Lay Lake for a distance of 156.75 feet to a point; thence turn an angle of 114 degrees 21 minutes to the left and run in a Northeasterly direction a distance of 265.13 feet to the point of beginning.
Situating in Shelby County, Alabama.

The above described real property includes a 60 X 14 mobile home, Serial #FR3N1 $\frac{1}{2}$ B which is permanently affixed to said land.

SS - Shawne M. Sisk
RMS)