

This instrument was prepared by

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**MORTGAGE**

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STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

**Kevin Gray, a married man**

(herein called "Mortgagor", whether one or more) is/are justly indebted to

**Kent Gray and wife, Julie Gray**

(herein called "Mortgagee", whether one or more), in the sum of **THIRTY THOUSAND and 00/100 DOLLARS (\$30,000.00)**, evidenced by Real Estate Mortgage Note executed on even date herewith.

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,

**KEVIN GRAY**

And all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in **SHELBY** County, State of Alabama, to wit:

**REFERENCE IS HEREBY MADE TO THE LEGAL DESCRIPTION SET FORTH IN EXHIBIT "A" SAME OF WHICH IS HERETO ATTACHED AND INCORPORATED HERewith, AS THOUGH FULLY SET OUT HEREIN.**

**SUBJECT TO: FIRST MORTGAGE IN FAVOR OF CENTRAL STATE BANK, EXECUTED ON EVEN DATE HERewith.**

**THIS IS A SECOND MORTGAGE.**

**THE PROPERTY HEREIN DESCRIBED DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR HEREIN, NOR THAT OF HIS RESPECTIVE SPOUSE, NEITHER IS IT CONTIGUOUS THERETO.**

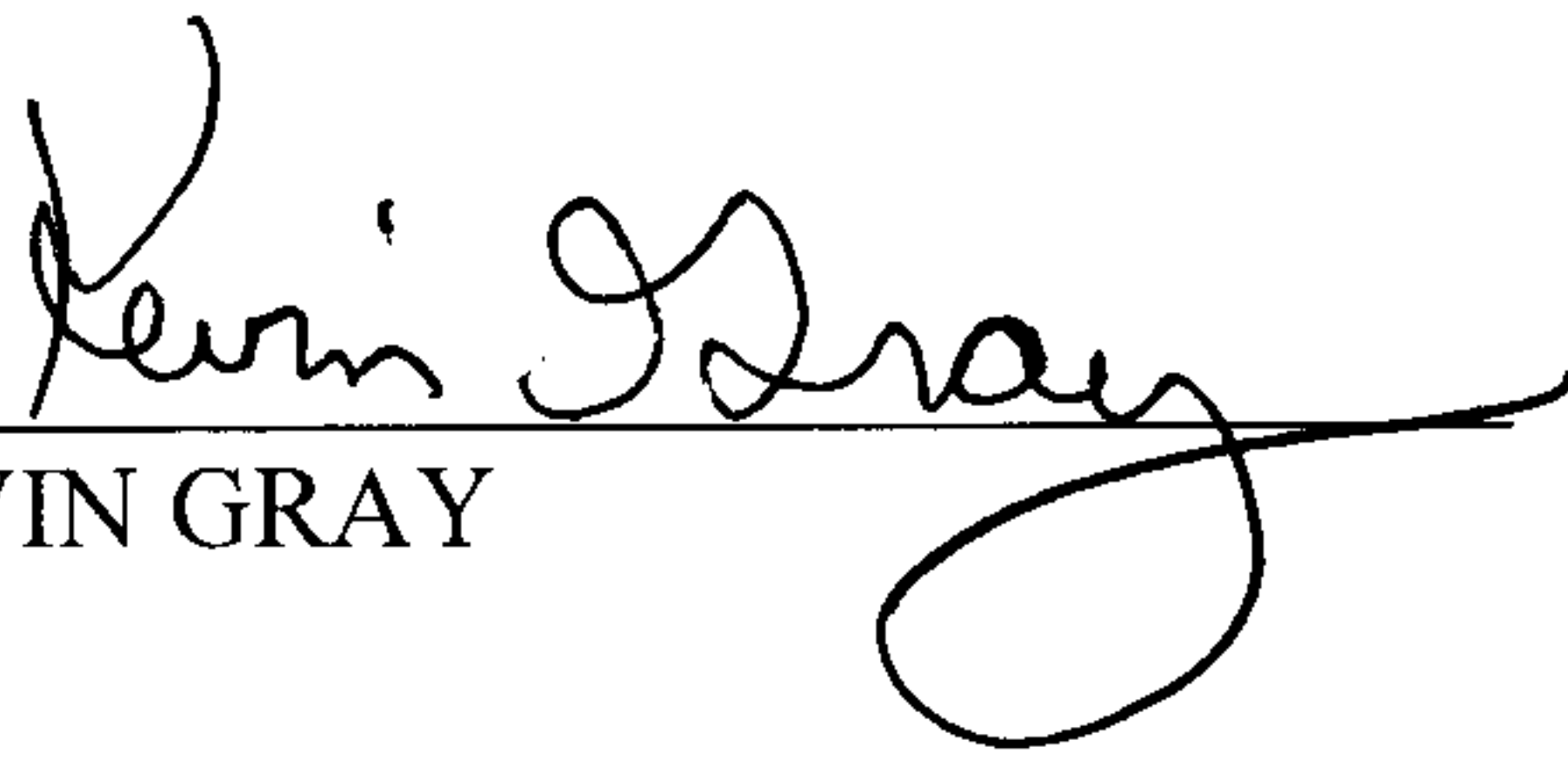
Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

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 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; lightening 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 inure 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 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 sums 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 subject to foreclosure as now provided by the 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 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 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 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 **Kevin Gray**, have hereto set his signature and seal, this 30<sup>th</sup> day of June, 2010.

  
\_\_\_\_\_  
KEVIN GRAY

\_\_\_\_\_  
STATE of ALABAMA  
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **KEVIN GRAY**, whose name is signed to the foregoing Mortgage, and who is known to me acknowledged before me on this day, that being informed of the contents of the Mortgage, he executed the same voluntarily on the say the same bears date.

Given under my hand and official seal this 30<sup>th</sup> day of June, 2010.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 8/13/13



20100701000209590 4/4 \$66.00  
Shelby Cnty Judge of Probate, AL  
07/01/2010 09:13:49 AM FILED/CERT

**Mississippi Valley Title Insurance Company  
Old Republic National Title Insurance Company  
124 One Madison Plaza, Suite 2100  
Madison, MS 39110  
SCHEDULE A**

mv-10-18377

Commitment No.V208721:

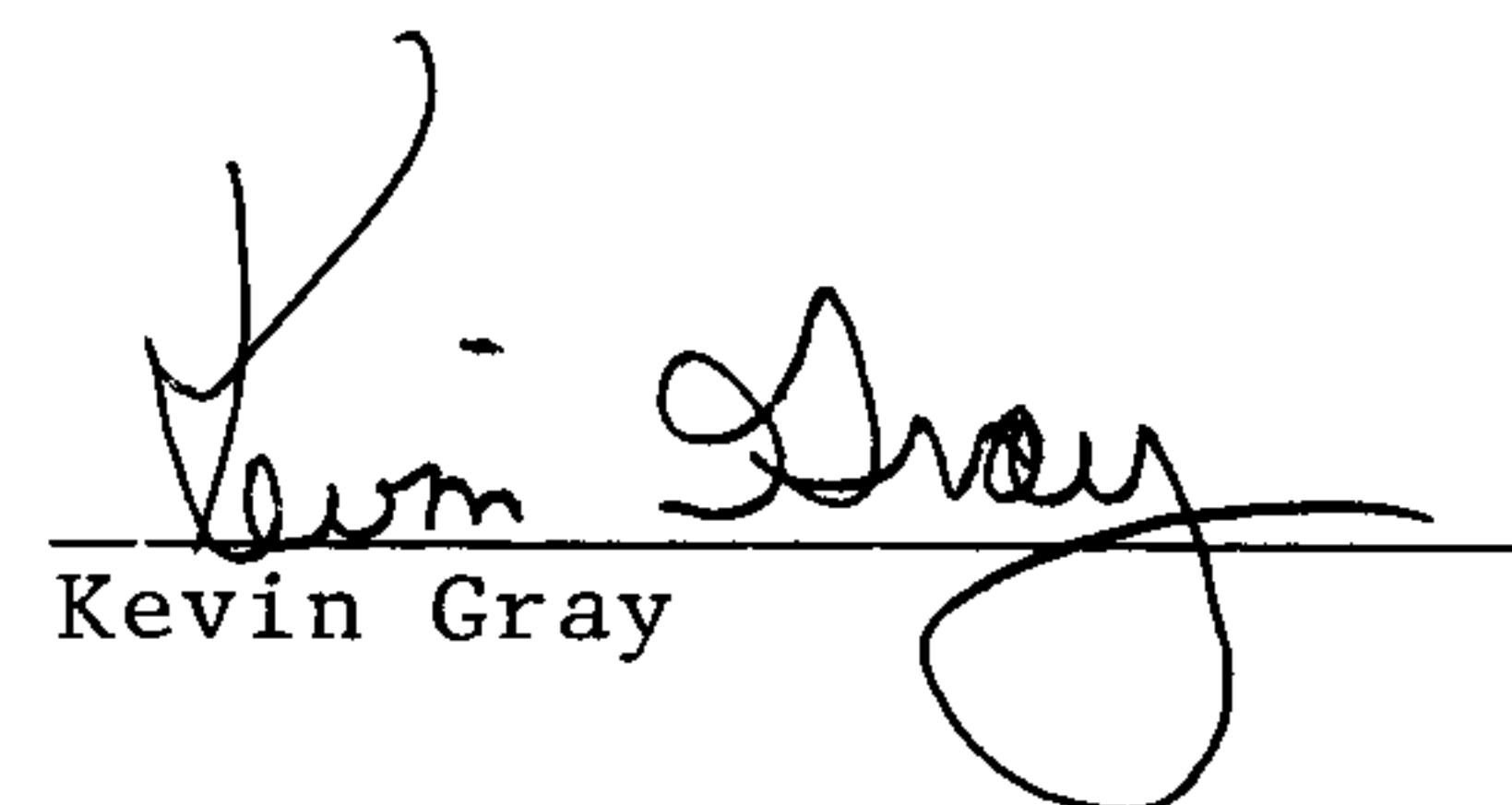
**EXHIBIT A**

A parcel of land in the SW ¼ of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the SW corner of Section 11, Township 21 South, Range 3 East, Shelby County, Alabama and run thence south 89 degrees 48 minutes 58 seconds West along the said South line of said Section 11 a distance of 1,312.15 feet to a point; thence run North 24 degrees 26 minutes 03 seconds .

East a distance of 1,267.80 feet to a point; thence run North 66 degrees 12 minutes 41 seconds West a distance of 556.93 feet to a point; thence run North 88 degrees 54 minutes 48 seconds West a distance of 50.0 feet to a rebar corner and the point of beginning of the parcel being described on the arc of a cul-de-sac curve having a central angle of 115 degrees 29 minutes 15 seconds and a radius of 50.0 feet; thence run southeasterly along the arc of said cul-de-sac curve an arc distance of 100.78 feet to the point of a curve to the right having a central angle of 14 degrees 01 minutes 38 seconds and a radius of 25.0 feet; thence run northeasterly along the arc of said curve an arc distance of 6.12 feet to a rebar corner; thence run South 24 degrees 26 minutes 23 seconds West a distance of 338.27 feet to a rebar corner on the Northeasterly line of the Alabama Gas Company right of way; thence run North 33 degrees 40 minutes 07 seconds West along said gas company right of way line a distance of 321.27 feet to a rebar corner; thence run North 29 degrees 16 minutes 05 seconds West along said right of way line a distance of 104.06 feet to a rebar corner; thence run South 88 degrees 54 minutes 55 seconds East a distance of 292.52 feet to the point of beginning.

Also, a non-exclusive easement for ingress and egress to and from the 50-foot wide parallel access street (s) lying adjacent to the above described property and Highway #119, as shown on the survey of S. M. Allen, dated March 14, 2000 and February 25, 2000 of Parcel 4.

June 30, 2010

  
Kevin Gray

This Commitment Valid Only If Schedule B And Commitment Jacket are Attached

Schedule A of this Commitment consists of 2 page(s)