

STATE OF ALABAMA)
SHELBY COUNTY)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Stacy G. Alliston, an unmarried man is justly indebted to William T. Thrash, Jr., Sandra Thrash Alliston, and Lesa Walker Harrison f/k/a Lesa Walker Barrett, for the sum of Thirty Thousand and 00/100 Dollars (\$30,000.00).

And Whereas, the said Stacy G. Alliston agreed in incurring said indebtedness that this mortgage should be given in favor of said William T. Thrash, Jr., Sandra Thrash Alliston, and Lesa Walker Harrison f/k/a Lesa Walker Barrett, to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, Stacy G. Alliston, an unmarried man (hereinafter called "Mortgagor"), does hereby grant, bargain, sell and convey unto William T. Thrash, Jr., Sandra Thrash Alliston, and Lesa Walker Harrison f/k/a Lesa Walker Barrett (hereinafter called "Mortgagee") the following described real estate, situated in Jefferson County, State of Alabama, to-wit:

Lot 143-A, according to a Resurvey of Lots 129 through 178, Greystone Ridge Garden Homes, as recorded in Map Book 17, page 28, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

This is a second mortgage subject to that first mortgage in favor of CitiMortgage, recorded in Instrument No. 20030414000223110 in said Probate Office. This conveyance is made subject to any and all easements, restrictions, reservations, rights-of-way, covenants or conditions of record affecting said property. Said property is warranted free from all encumbrances and against any adverse claims, except as stated above. The undersigned shall have the right to pay all or any portion of the indebtedness secured by this mortgage at any time without penalty.

Transfer of the Property; Assumption. If all or any part of Mortgagor's interest in the property is sold, leased or transferred in any manner, voluntarily or involuntarily, without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate only if, prior to the sale, lease or transfer, Mortgagee and the person to whom the property is to be sold, leased or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request.

To Have and To Hold the above granted property unto the said Mortgagee, Mortgagee's successors 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, the 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 its successors and 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 its successors and 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 its successors and assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or its successors and assigns for any amounts Mortgagee 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 its successors and assigns, or should said indebtedness hereby secured, or any part thereof, of the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or its successors and 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, or should Mortgagor breach any term of the above describe first mortgage, 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 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 therefore; and undersigned further agree 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 a part of the debt hereby secured.

Mortgagor hereby waives all right of exemption of property from levy and sale under execution or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and agree to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.



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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF the undersigned has hereunto set his signature and seal, this the 1st day of July, 2010.

Stacy G. Alliston
Stacy G. Alliston

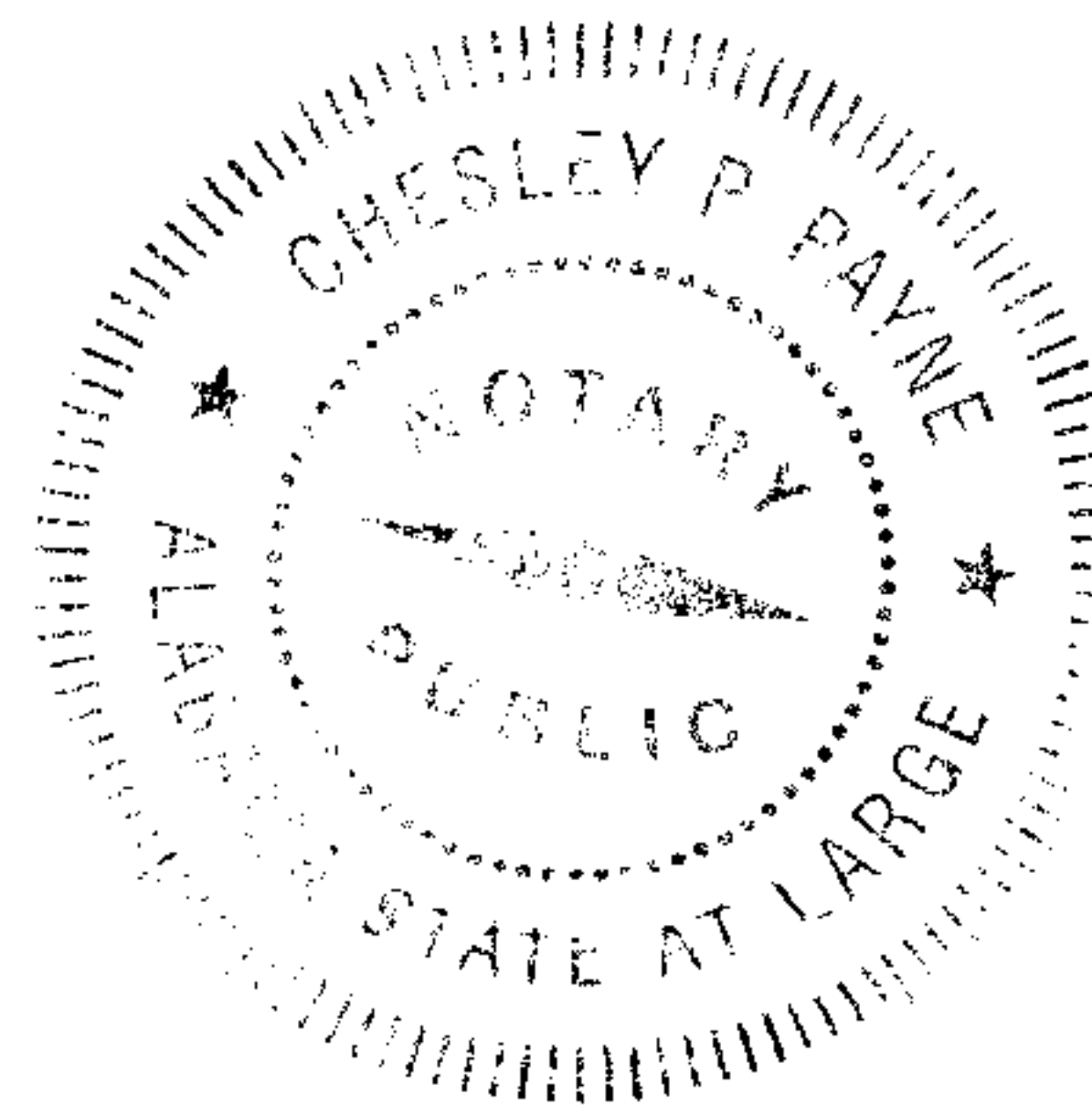
STATE OF Alabama)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Stacy G. Alliston**, 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 conveyance, he executed the same voluntarily and as his act on the day the same bears date.

Given under my hand and official seal this the 1st day of July, 2010.

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

INSTRUMENT PREPARED BY: Chesley P. Payne, Massey, Stotser & Nichols, P.C., 1780 Gadsden Highway, Birmingham, AL 35235, Phone: (205) 838-9000



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