

MORTGAGE

STATE OF ALABAMA
COUNTY OF Shelby



20101006000330990 1/4 \$321.00
Shelby Cnty Judge of Probate, AL
10/06/2010 10:15:21 AM FILED/CERT

Reported By:
John T. Culverhouse

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, Dee C. Martin hereinafter called "Mortgagor(s)", is justly indebted to JOHN T. CULVERHOUSE AND JO B. CULVERHOUSE, hereinafter called "Mortgagee(s)", in the principal sum of \$200,000.00 dollars with interest thereon at Three Percent - (3.0%), as evidenced by a promissory note bearing even date with a maturity of September 01, 2040.

NOW, in order to secure the prompt payment of said indebtedness and note, when due, the said Mortgagor(s), for and in consideration of the premises, and the sum of Five Dollars to the undersigned this day in hand paid by the said Mortgagee(s), the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to the said Mortgagee(s), their heirs and assigns the following described real estate lying and being situated in Shelby County, State of Alabama, to-wit:

See Exhibit "A" attached Hereto and made a part hereof for all purposes.

THE PROCEEDS FROM THIS MORTGAGE HAVE BEEN APPLIED TOWARD THE PURCHASE PRICE OF THE ABOVE DESCRIBED PROPERTY AND THIS IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

THE MORTGAGE SHALL BECOME DUE AND PAYABLE AT THE OPTION OF THE MORTGAGEES IF HE MORTGAGOR SHALL CONVEY SAID PREMISES OF IF THE TITLE THERETO SHALL BECOME VESTED IN ANY OTHER PARTY (EXCEPT BY OPERATION OF LAW OR INHERITANCE).

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee(s), THEIR heirs and assigns FOREVER.

And said Mortgagor(s) do hereby covenant with the said Mortgagee(s), THEIR heirs and assigns, that Mortgagors are lawfully seized in fee of said premises; that she is free of and from all encumbrances, except as above stated; and that Mortgagor(s) will warrant and forever defend the same against the lawful claims and demands of all persons.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS, NEVERTHELESS, that is to say: If Mortgagor(s) shall well and truly pay, to cause to be paid, the said note, and each and every installment thereof, and interest thereon, when due, then this conveyance shall become null and void. But should Mortgagor(s) fail to pay said note, or any installment thereof within 30 days after maturity then all of said indebtedness shall become due and payable at once, whereupon the said Mortgagee(s), THEIR heirs, assigns, personal representatives, agents or attorneys, are hereby authorized and empowered to sell the said property hereby conveyed at auction for cash, at the Shelby County Court House Door in the City of Columbia Alabama, first having given notice thereof for three (3) weeks by publication in any newspaper then published in said City, and execute proper conveyance to the purchaser, and out of the proceeds of said sale the Mortgagee(s) shall first pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note(s) and interest

thereon, and any sums advanced by Mortgagee for delinquent taxes, assessments or insurance premiums, and the balance, if any, pay over to Mortgagor(s).

In the event of such sale, the said Mortgagee(s), their heirs, assigns, personal representatives, agents or attorneys are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance, and the auctioneer or person making the sale is hereby empowered and directed to make and execute a deed to the purchaser in the name(s) of the Mortgagor(s).

And it is also agreed that in case the Mortgagee(s) herein, their heirs, assigns or personal representatives, see fit to foreclose this mortgage in a court having jurisdiction thereof, Mortgagor(s) will pay a reasonable attorney's fee therefore, which fee shall be and constitute a part of the debt hereby secured.

Mortgagor(s) further represent(s) and declare(s) to said Mortgagee(s) that the title to said real estate is in Mortgagor(s) own right, and that the representations herein made as to the title and encumbrances are so made with the intent and for the purpose of inducing this loan.

Mortgagor(s) further specially waive(s) all exemptions which Mortgagor(s) now or hereinafter may be entitled to under the Constitution and Laws of the State of Alabama in regard to the collection of the above debt.

Mortgagor(s) further agree(s) to keep said property insured against fire and windstorm in good and responsible companies acceptable to Mortgagee(s) for not less than 200,000.00 and have each such policy payable to said Mortgagee(s), as their interest may appear in said property, and deliver the same to Mortgagee(s); and should Mortgagor(s) fail to insure said property, then Mortgagee(s) is hereby authorized to do so, and the premiums so paid by Mortgagee(s) shall be and constitute a part of the debt securely hereby.

The Mortgagor(s) herein agree(s) to pay all taxes and assessments, general or special, levied upon the real estate herein conveyed before the same become delinquent: should Mortgagor(s) fail to pay any of such taxes or assessments, then Mortgagee(s) ARE Authorized to do so, and any such payments shall thereupon constitute a part of the debt secured hereby.

And it is further understood that should the Mortgagor(s) fail to pay said taxes and assessments, or insure the property, as herein above stipulated, the Mortgagee(s) may do so, and thereupon declare the whole debt secured by this mortgage to be due and payable, and proceed to foreclose at once, as hereinabove provided with respect to foreclosure of this mortgage.

IN TESTIMONY WHEREOF, Mortgagor(s) has hereunto set their hand and affixed her seal this 20th day of September, 2010

Dee C. Martin

[Signature]
Notary

MY COMMISSION EXPIRES MARCH 16, 2011



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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA
~~Shelby~~ COUNTY
Jefferson

I, R. Michael Mann, a Notary Public in and for said State at Large
hereby certify that Dee C. Martin 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 this mortgage, she executed the same voluntarily on the day
the same bears date.

GIVEN under my hand this 20 day of September, 2010

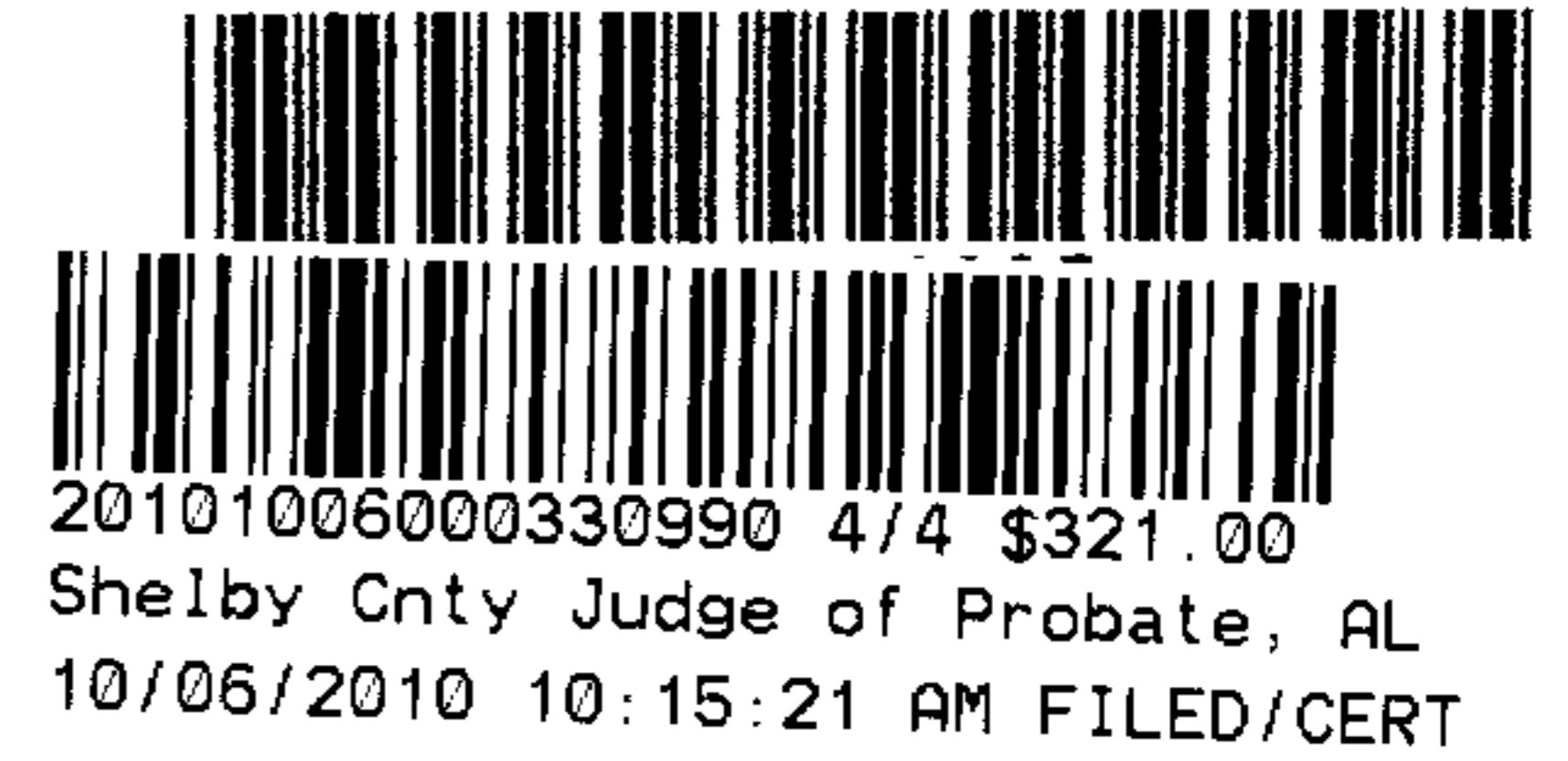
, Notary Public

My Commission Expires:
(SEAL)

MY COMMISSION EXPIRES MARCH 16, 2011



DON ARMSTRONG
PROPERTY TAX COMMISSIONER
P. O. BOX 1269
COLUMBIANA, ALABAMA 35051



ParcelNo: 11 7 26 0 006 014.000
Owner: MARTIN DEE C
Address: 2119 SOUTHBRIDGE CT
HOOVER AL 35244

Appl. Date: 8/26/2010 9:45:49 AM
Tax Year: 2011
Status: COMPLETED

Case No.: PA017429
Assessor: KAREN MELSEN
Old Owner: MARTIN KENNETH E & DEE C

Assessment Summary

AssessmentInfo

Exempt Code: **10**
Mun Code: **13**
Over65 Code:
Disability Code:
Prop Class: **3**
School Dist: **2**
School Dist2:
ClassTax Year: **2011**
ExemptTax Year: **2011**
Class Use:
Eff. Date: **05/25/2010**
Instr.Nbr: **201008726000274320**
Sale Price: **\$0.00**
Remarks:

Legal Desc

SEC: **26**
TWP: **19S**
RNG: **03W**
Deed Acr: **0.278**
Est Acr: **0.278**
Plat Bk: **31**
Page: **048**
SubName: **ARBOR HILL PH 1**
Lot: **40**
Block:
Sector:
Phase:
Tract:
Remarks:

Improvement

Const Began:
SQ.FT:
Rooms: **8**

Const Completed:
Story: **2**

BathRooms

FullBath:
Fx5WHP:
4FxWP:
3Fx:
Ext. Type:

Half Bath:
5Fx:
4Fx:
2Fx:
HVACType:

Flooring

FLCarpet:
FLHarwood:

FLVinyl:
FLEtc.:

Fire Place

FPPrefab: **2**

FPRegular:

Basement

BSMTFull:
BSMTUnfinished:

BSMTPartial:

Upper Floor

UP2:
H050:

H075:
HUnfinished:

Decal Number

Property Address

2119 SOUTHBRIDGE COURT

BIRMINGHAM AL 35244

Oath to be administered to Taxpayer, "I do solemnly swear that the foregoing list of property returned by me **MARTIN DEE C** is a full And complete return of all the property owned by **MARTIN DEE C** Or in which **MARTIN DEE C** had any interest whatever, the situs of which for taxation, or exemption from Taxation is This county, on the first of October of the present year, and that the statement of the amount of fire insurance carried hereon is correct, and that the names and, where known, the addresses of companies, firms, associations, exchanges or other organizations carrying such insurance are correct to my personal knowledge, and of the improvements on lands listed in the foregoing scheme so help me God. **MARTIN DEE C** Subscribed and sworn to before me this the 26 day of AUGUST 2010.

KAREN MELSEN I hereby certify that before taking the foregoing assessment list, I administered the oath required to be administered under Section 32, Revenue Act 1935, to taxpayer or agent making this return that I interrogated the said party as the law directs in regard to the same.

OWNER

Dee C. Martin

ACCEPTED BY

Karen Melsen

PROPERTY TAX COMMISSIONER

Don Armstrong

Exhibit A