

THIS INSTRUMENT PREPARED BY:

Kay O. Wilburn

2000 SouthBridge Parkway

Suite 500

Birmingham, Alabama 35209



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MORTGAGE & SECURITY AGREEMENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS:

**THIS MORTGAGE AND SECURITY AGREEMENT SERVES AS A
FINANCING STATEMENT FILED AS A FIXTURE FILING PURSUANT TO
SECTION 7-9A-502, CODE OF ALABAMA.**

THAT WHEREAS, Kristi L. Parker, a married woman and an Alabama resident (the "Borrower" or "Mortgagor") purchased certain real estate (the "Property") from Weeks Engineering Construction & Consulting, L.L.C. (the "Seller" or "Mortgagee") pursuant to a Real Estate Contract between Borrower and Seller (the "Contract"); and

WHEREAS, the purchase price under such Contract was evidenced partially in cash and by a \$375,000 Promissory Note between Borrower as Maker and Seller as Holder of even date herewith (the "Note"), and Borrower acknowledges that she is justly indebted to Seller in the total amount of \$375,000.00 pursuant to the terms of the Note (the "Indebtedness"); and

WHEREAS, as additional security for Indebtedness, the Mortgagee required Borrower to execute this Mortgage and Security Agreement as an accommodation to Mortgagee, and Borrower desires to accommodate the Mortgagee by executing same; and

NOW THEREFORE, in consideration of the said Indebtedness, and to secure the prompt payment of the same at maturity, the undersigned Mortgagor, does hereby grant, bargain, sell and convey unto the said Mortgagee, the following (herein called the "Mortgaged Property"):

The land described in *Exhibit A* attached hereto and made a part hereof (the "Land"), together with all and singular the rights, privileges, tenements, appurtenances, fixtures and improvements in any way belonging, relating or appertaining to the Land and all replacements and additions thereto, and any proceeds thereof and all claims arising on account of any damage to or taking of the Land or any improvements thereon or any part thereof.

TO HAVE AND TO HOLD the above Mortgaged Property unto the said Mortgagee forever; and for the purpose of further securing the payment of said Indebtedness of Borrower, the

undersigned agrees to pay all taxes, or assessments, when legally imposed upon said Mortgaged Property, and should default be made in the payment of same, said Mortgagee has the option of paying 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 reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies to said Mortgagee; and if the undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee then said Mortgagee has the option of insuring said Mortgaged Property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said Indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, as Mortgagee, additional to the Indebtedness hereby specifically secured and shall be covered by this Mortgage, and bear interest from the date of payment by said Mortgagee and be at once due and payable.

Upon condition however, that if the said Borrower pays said Indebtedness and reimburse said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said Indebtedness hereby secured, or any part thereof or the interest thereon remain unpaid at maturity, or should the interest of said Mortgagee in said Mortgaged Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the Indebtedness hereby secured, or if any statement of lien is filed under the statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or nonexistence of the Indebtedness or any part thereof or of the lien on which such statement is based, or if any other "Event of Default" (as hereinafter defined) shall occur then in any one of said events, the whole of said Indebtedness hereby secured shall at once become due and payable and this mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages and the said Mortgagee shall be authorized to take possession of the Mortgaged Property hereby conveyed and with or without first taking possession, after giving twenty-one (21) days notice by publishing once a week for three (3) consecutive weeks, the time, place and terms of sale, in some newspaper of general circulation published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best in front of the Courthouse door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then 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 remainder if any, to be turned over to the said Mortgagor, and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said Mortgaged Property, if the highest bidder therefore, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and the undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the Indebtedness hereto secured.


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The Mortgagor and Mortgagee agree that there will be no escrow for ad valorem taxes, insurance, dues or fees and that Mortgagor shall pay all such items when due and payable. Mortgagor shall provide to Mortgagee proof of payment of all such items no later than January 31 of each year following the date of execution hereof.

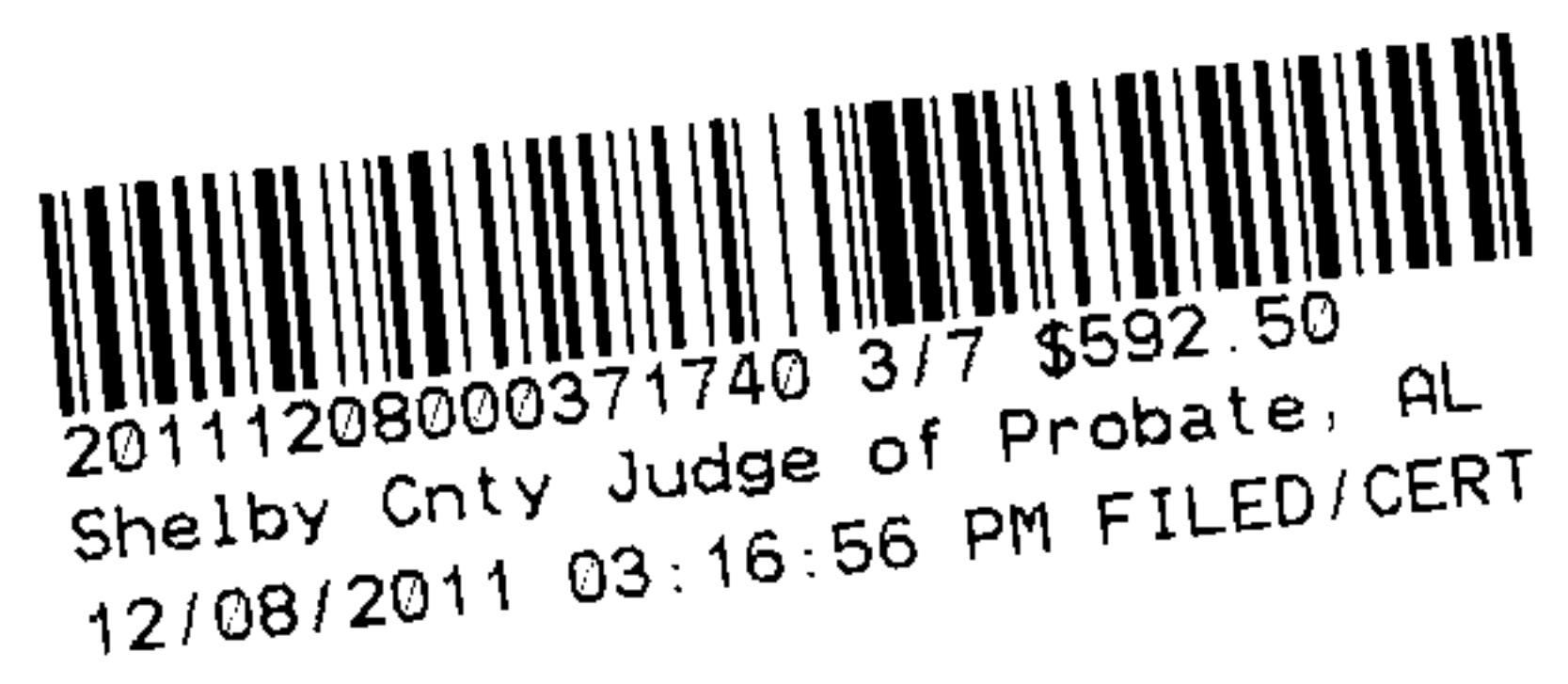
It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

If all or any part of the Mortgaged Property or any interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding the creation of a lien or encumbrance subordinate to this mortgage, 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 if, prior to the sale or transfer, Mortgagor and the person to whom the Mortgaged Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the Mortgagee and that the interest payable on assumption secured by this mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if the Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by the Mortgagee, Mortgagee may release Mortgagor from all obligations under this mortgage. If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration which notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sum declared due. If Borrower fails to pay such sum prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagee, invoke any remedies or rights available to the Mortgagee as contained herein as relates to default of payment of money indebtedness due or any and all other remedies available by law.

In addition to the foregoing, any of the following shall constitute an "Event of Default:"

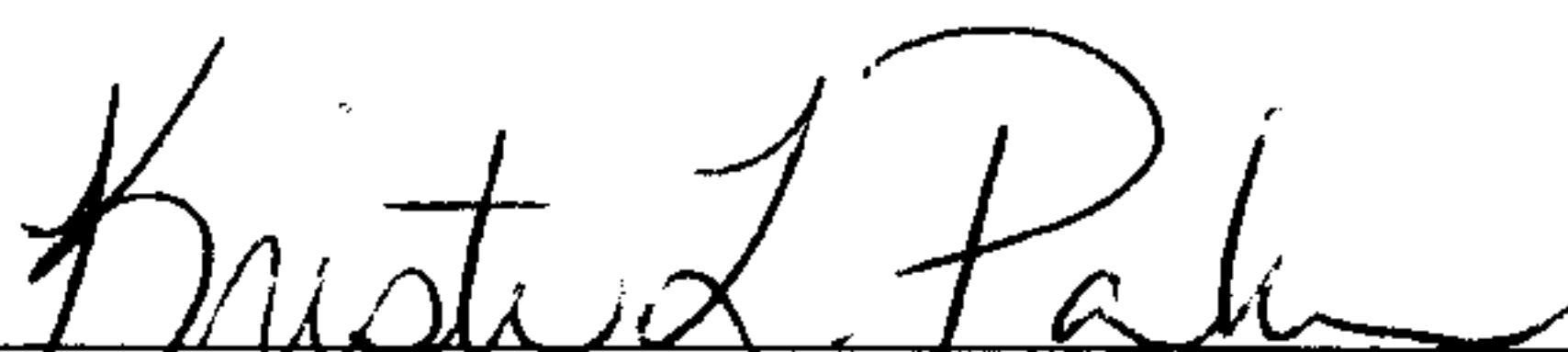
- (a) the insolvency or filing by or with respect to the Mortgagor of a voluntary or involuntary petition seeking protection under any State or Federal bankruptcy statute;
- (b) the adjudication of the Mortgagor as a bankrupt or insolvent;
- (c) the Mortgagor shall fail to pay or discharge, before they become delinquent, all taxes, assessments and governmental charges or levies implored upon the Mortgagor or her properties or income, except to the extent any such taxes or charges are being contested in good faith by appropriate proceedings, diligently conducted;



(d) an event of default under the terms of any mortgage of the subject Mortgaged Property which is subservient to this Mortgage; or

(e) the Borrower shall fail to make any payment due under the Promissory Note.

IN WITNESS WHEREOF, Kristi L. Parker has caused this instrument to be executed on this the 1st day of December, 2011.



Kristi L. Parker


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STATE OF ALABAMA)
 :
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that **Kristi L. Parker**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office, this 7th day of December, 2011.

[NOTARIAL SEAL]

Bonita L. Chandler
Notary Public

My Commission Expires: 7-6-2015

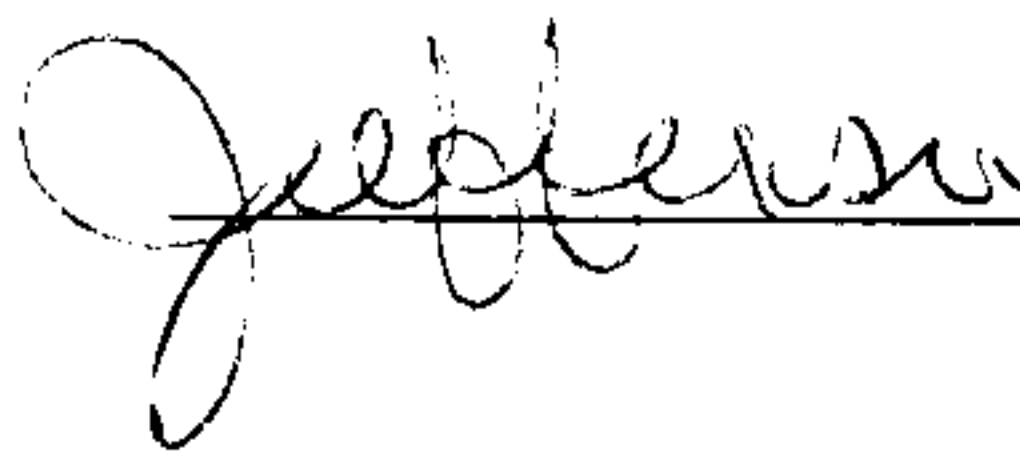

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JOINDER OF MORTGAGOR'S SPOUSE

Mortgagor's spouse, R. Clark Parker, joins in this Mortgage solely for the purpose of conveying to the Mortgagee any homestead rights he may now have or may acquire in the future in the Mortgaged Property, but not for the purpose of being or becoming a co-maker or co-borrower on the Indebtedness secured by this Mortgage.


R. Clark. Parker

STATE OF ALABAMA)

 COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that **R. Clark Parker**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office, this 7th day of December, 2011.

[NOTARIAL SEAL]


Notary Public

My Commission Expires: 7-6-2015


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Exhibit A
Legal Description of Mortgaged Property

Lot 518A, according to the Resurvey of **Lots 7, 516A and 518 and Common Area B, Greystone Legacy, 5th Sector**, as recorded in **Map Book 35, Page 6**, in the Probate Office of Shelby County, Alabama and described with the following address: 1328 Legacy Drive, Birmingham, Alabama 35242.

