

This instrument was prepared by:
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P. O. Box 846
Birmingham, AL 35201-0846


20120208000047060 1/3 \$401.25
Shelby Cnty Judge of Probate, AL
02/08/2012 10:22:17 AM FILED/CERT

MORTGAGE

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Melissa F. Cox and husband, Shawn Cox

(hereinafter called "Mortgagors", whether one or more) are justly indebted to

WILLIAM E. CASH, JR. and KATHY D. CASH, husband and wife,

(hereinafter called "Mortgagee" whether one or more), in the sum of Two Hundred Fifty-Five Thousand Four Hundred Fifty and 00/100 (\$255,450.00) DOLLARS, evidenced by a real estate mortgage note executed simultaneously herewith

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 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:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

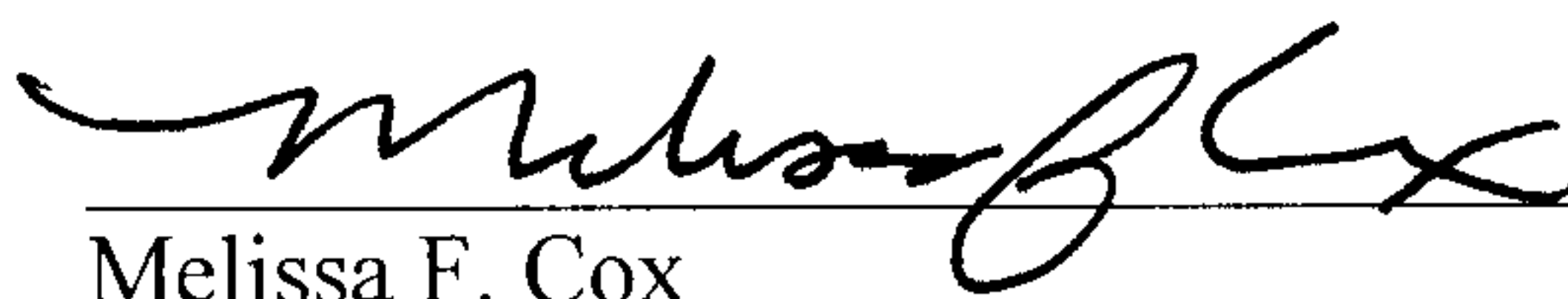
If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

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 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, 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 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 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 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 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 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 incumbrance 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 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 incumbrances, 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 in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned Melissa F. Cox and Shawn Cox, have hereunto set their signatures and seals this the 6th day of February, 2012.

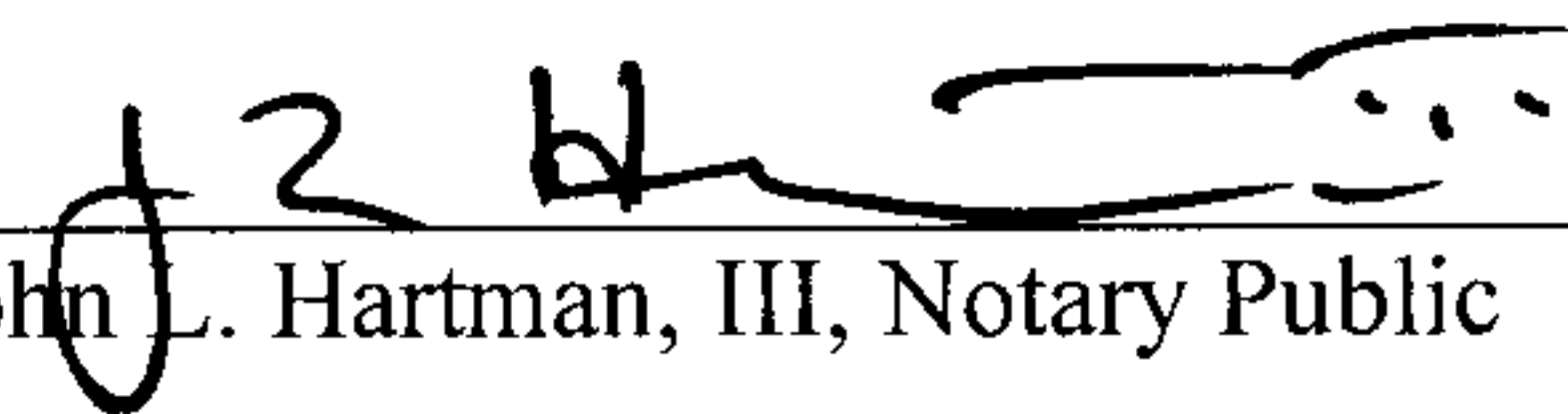
 (SEAL)
Melissa F. Cox
•  (SEAL)
Shawn Cox

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Melissa F. Cox** and **Shawn Cox**, whose names are signed to the foregoing conveyance, and who are 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 the 6th day of February, 2012.

My Commission Expires: 08/04/13


John L. Hartman, III, Notary Public


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EXHIBIT "A"

Lot 69, according to the Survey of The Village at Highland Lakes Regent Park Neighborhood, Phase Six, an Eddleman Community, as recorded in Map Book 42, Page 60, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded in Instrument #20060421000186650 in the Probate Office of Shelby County, Alabama,, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Regent Park Neighborhood, recorded in Instrument 2007022300084910, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

Subject to:



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1. Taxes for the year 2012 and subsequent years;
2. Easement(s), building line(s) and restriction(s) as shown on recorded map;
3. Restrictions as recorded in Instrument #20041202000659280 and amended in Instrument 20060524000244790 in the Probate Office of Shelby County, Alabama;
4. Easement to Alabama Power Company as recorded in Instrument 20060630000314890, Instrument 20060630000315260, Instrument 20060630000315270, and Instrument 20080401000130220 in the Probate Office of Shelby County, Alabama;
5. Easement to Bellsouth Telecommunications as recorded in Instrument 20050803000394300 in the Probate Office of Shelby County, Alabama;
6. Grant of Land Easement with Restrictive Covenants as recorded in Instrument 20061212000610650, Instrument 20060828000422180, and Instrument 20071108000516450 in the Probate Office of Shelby County, Alabama;
7. Declaration of Covenants, Conditions and Restrictions as recorded in Instrument 2007022300084910, Amended in Instrument 20070830000408300, Amended in Instrument 20080501000178840, Amended in Instrument 2009012100018210, and further Amended in Instrument 2011012500025020 in the Probate Office of Shelby County, Alabama;
8. Declaration of Easement and Master Protective Covenants as recorded in Instrument 200604210000186650 in the Probate Office of Shelby County, Alabama;
9. Articles of Incorporation of Highland Village Residential Association as recorded in Instrument 20060314000120380 in the Probate Office of Shelby County, Alabama and re-recorded in Instrument LR200605, Page 6696 in the Probate Office of Jefferson County, Alabama;
10. Mineral and Mining Rights including but not limited to, title to all minerals within and underlying the premises, together with all oil and mineral rights and other rights, privileges, and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 81, Page 417, in the Probate Office of Shelby County, Alabama;
11. Right of Way to Shelby County, Alabama as recorded in Deed Book 196, Pages 237, 248 and 254 and Instrument 1992-15747 and Instrument 1992-24264 in the Probate Office of Shelby County, Alabama;
12. Right of Way to Alabama Power Company as recorded in Deed Book 247, Page 905, Deed Book 139, Page 569, and Deed Book 134, Page 411 in the Probate Office of Shelby County, Alabama;
13. Right of Way as recorded in Shelby Real 103, Page 844, and Map Book 3, Page 148, in the Probate Office of Shelby County, Alabama;
14. Easement for Ingress/Egress recorded in Deed Book 321, Page 812, in the Probate Office of Shelby County, Alabama;
15. Articles of Incorporation of The Village at Highland Lakes Improvement District recorded as Instrument 20051209000637840 and the Notice of Final Assessment of Real Property as recorded in Instrument 20051213000644260 in the Probate Office of Shelby County, Alabama;
16. Reservations, limitations, conditions and release of damages as recorded in Instrument 20051229000667950 in the Probate Office of Shelby County, Alabama;
17. Restrictive Covenants appearing of record in Instrument 20110406000107060, in the Probate Office of Shelby County, Alabama, but omitting any covenant or restrictions based on race, color, religion, sex, handicap, familial status, or national origin;
18. No further subdivision of any parcel as shown per recorded map.