This instrument was prepared by:
Ginger H. Knight, Attorney at Law
5184 Caldwell Mill Road
Suite 204 – Box 299
Birmingham, Alabama 35244

Send Tax Notice to: Cathy Morgan Dollar 1708 Burningtree Drive Pelham, Alabama 35124

MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

20130313000105410 1/3 \$453.00 Shelby Cnty Judge of Probate, AL 03/13/2013 04:42:59 PM FILED/CERT

That whereas the undersigned, Cathy Morgan Dollar, a married woman, (hereinafter called "Mortgagor") is justly indebted to William R. Morgan, a married man (hereinafter called "Mortgagee") in the sum of Two Hundred Ninety Thousand and 00/100 Dollars (\$290,000.00) evidenced by a promissory note of even date herewith;

And whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due;

NOW THEREFORE in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, said Mortgagor, Cathy Morgan Dollar does hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate, situated in Jefferson County, State of Alabama, to wit:

See Attached Exhibit "A: for Legal Description

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 premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises 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 insurance 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 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 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, assessments or insurance, shall become a debt to said Mortgagee, additional other debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be amount due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses 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 property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt 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 non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper 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 Court House 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 to be expended 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 property, if the highest bidder therefore as though a stranger hereto, and the person acting as auctioneer at such sale is herby authorized and empowered to execute a deed to the purchase thereof in the name of the Mortgage by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or the foreclosure of the mortgage, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" where used in this mortgage refers to the person, or to the persons or tot the corporation names 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 assigned of said Mortgage, or to the successors and agents and assignees of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 4th day of March, 2013.

Cathy Morgan Dollar

STATE OF ALABAMA SHELBY COUNTY

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

GIVEN under my hand and seal this 4th day of March, 2013.

Notary Public

My commission expires:

A LOS STATE OF ALABAMA AT LABOUT. MY JAN SSION EXPIRES: Apr 1, 2013 REMODEL - HE NOTARY PUBLIC UNDERWATERS

> 20130313000105410 2/3 \$453.00 Shelby Cnty Judge of Probate, AL

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Exhibit A to Mortgage

COMMITMENT FOR TITLE INSURANCE Issued by Chicago Title Insurance Company

LTC File No: 8504F-13

EXHIBIT "A" - LEGAL DESCRIPTION

Commence at the SE corner of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; from this point of beginning continue North along said East section line 330.00 feet; thence left 90°, 180.24 feet; thence left 94° 25' 01" 197.68 feet; thence right 90° 250.00 to the right of way of Pelham Industrial Road; thence left 90°, 100.00 feet to the South line of Section 24; thence left 83° 37' 18", 406.91 feet to the point of beginning.

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