

THIS INSTRUMENT PREPARED BY:

Name: James F. Burford, III
Address: 100 Vestavia Office Park, Suite 200-A
Birmingham, Alabama 35216

MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned HOLLUM R. COOK and wife, KATHERYN M. COOK
are justly indebted to JOHN D. BAIRD in the sum of One Hundred Thousand and No/100
Dollars (\$ 100,000.00) evidenced by promissory note bearing even date herewith with a
maturity date of October 5, 1995

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, the
undersigned, HOLLUM R. COOK and wife, KATHERYN M. COOK do, or does, hereby grant, bargain, sell and convey unto the
said JOHN D. BAIRD (hereinafter called Mortgagee) the following described real
property situated in Shelby County, Alabama, to-wit:

Lot 33, according to the Survey of The Oaks, as recorded in Map Book 10, Page 89, in the Probate Office of Shelby
County, Alabama.

All unpaid principal and interest outstanding on the note secured by this Mortgage shall be at once due and payable upon the
sale of any interest in the property described hereinabove by Mortgagors or upon the creation of any lien subordinate to this Mortgage
encumbering the property described above.

st # 1993-31404

10/11/1993-31404
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SHELBY COUNTY JUDGE OF PROBATE
002 MCD 161.00

Said property is warranted free from all incumbrances and against any adverse claims.

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 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 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 to the debt hereby specially 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 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 incumbrance 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 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 necessary then to expended 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 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 therefor, 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 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 debt hereto secured.

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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 5th day of October, 1993.

Hollum R. Cook
Hollum R. Cook

Kathryn M. Cook
Kathryn M. Cook

STATE OF ALABAMA)

General Acknowledgment

COUNTY OF JEFFERSON)

I, the undersigned, JAMES F. BURFORD, III, a Notary Public in and for said County in said State, hereby certify that HOLLUM R. COOK and wife, KATHERYN M. COOK 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 5th day of October, 1993.

J F B
Notary Public
My Commission Expires: 3/1/94

STATE OF _____)

Corporate Acknowledgment

COUNTY OF _____)

I, the undersigned, _____, a Notary Public in and for said County in said State, hereby certify that _____ as _____ President of _____, a corporation, 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this ____ day of _____, 19__.

Notary Public
My Commission Expires: _____

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