

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 MICHAEL D. WESSON and wife, KATHLEEN R. WESSON are justly indebted to UNION STATE BANK, BIRMINGHAM, AL in the sum of Two Hundred Twenty-One Thousand Nine Hundred Seventy-Seven and 50/100 Dollars (\$221,977.50) evidenced by promissory note bearing 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, the undersigned, MICHAEL D. WESSON and wife, KATHLEEN R. WESSON do, or does, hereby grant, bargain, sell and convey unto the said UNION STATE BANK, BIRMINGHAM, AL (hereinafter called Mortgagee) the following described real property situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

This Mortgage is subject to easements, restrictions and rights-of-way of record and further, shall be subject to and subordinate to a 30 foot water easement to be granted to the City of Pelham, Alabama by the Mortgagor herein.

All of the sums due under the note secured by this Mortgage shall be at once due and payable upon the sale of any interest in the property described in this Mortgage.

Inst # 1995-11493

05/03/1995-11493
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SHELBY COUNTY JUDGE OF PROBATE
003 SNA 346.50

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 necessarily 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 28th day of April, 1995.

CAUTION: YOU MUST THOROUGHLY READ THIS CONTRACT BEFORE SIGNING IT.

Michael D. Wesson
Michael D. Wesson
Kathleen R. Wesson
Kathleen R. Wesson

STATE OF ALABAMA)
COUNTY OF SHELBY)

General Acknowledgment

I, the undersigned, Michael D. Wesson and Kathleen R. Wesson, a Notary Public in and for said County in said State, hereby certify that MICHAEL D. WESSON and KATHLEEN R. WESSON 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 28th day of April, 1995.

Marie M. Batson
Notary Public
My Commission Expires: MY COMMISSION EXPIRES 10-5-96

STATE OF _____)
COUNTY OF _____)

Corporate Acknowledgment

I, the undersigned, _____, a Notary Public in and for said County in said State, hereby certify that _____ as _____ President of _____ 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: _____

EXHIBIT "A"

A parcel of land situated in the North 1/2 of Section 18, Township 20, South, Range 2 West, in Shelby County, Alabama, and being all of that part of the North 1/2 of the North 1/2 of the SE 1/4 of the NW 1/4, lying East of Shelby County Highway No. 35 except the East 70 feet, all of the South half of the NW 1/4 of the NE 1/4, and a part of the South half of the NE 1/4 of the NW 1/4, Section 18, Township 20 South, Range 2 West and being more particularly described as follows:

Begin at the SE corner of the NW 1/4 of the NE 1/4 of Section 18, Township 20 South, Range 2 West; thence along the south line of said 1/4-1/4 section and the South line of the NE 1/4 of the NW 1/4 of said section a distance of 1384.31 feet to the northwesterly most corner of a parcel of land recorded in Real Book 362, Page 641 in the Office of the Judge of Probate, Shelby County, Alabama; thence along the Westerly boundary of said parcel South 0 degrees 17 minutes 33 seconds East a distance of 334.95 feet; thence along the northerly boundary of said parcel and the northerly boundary of a parcel of land recorded in Deed Book 277, Page 273 in the office of the Judge of Probate, Shelby County, Alabama, South 89 degrees 37 minutes 20 seconds West a distance of 547.20 feet to the northeasterly most corner of a parcel of land recorded in Deed Book 262, Page 923 in the Office of the Judge of Probate of Shelby County, Alabama; thence along the northerly boundary of said parcel South 89 degrees 17 minutes 43 seconds West a distance of 360.71 feet to the southeasterly right-of-way line of Shelby county Highway No. 35 (Fungo Hollow Road - 80 foot right-of-way); thence along said right-of-way North 12 degrees 26 minutes 17 second East a distance of 16.02 feet to a point on a curve to the right having a radius of 2895.60 feet and a central angle of 6 degrees 33 minutes 14 seconds; thence along said right-of-way and the arc of said curve a distance of 331.22 feet, said arc subtended by chord which bears North 15 degrees 42 minutes 54 seconds East a distance of 331.04 feet, to the end of said curve; thence along said right-of-way North 18 degrees 59 minutes 31 seconds East a distance of 142.75 feet to the southwesterly corner of a parcel of land recorded in Deed Book 293, Page 446 in the Office of the Judge of Probate, Shelby County, Alabama; thence along the southwesterly boundary of said parcel South 84 degrees 59 minutes 30 seconds East a distance of 216.63 feet; thence along the southwesterly boundary of said parcel and the southeasterly boundaries of three parcels of land recorded in Deed Book 337, Page 638, Deed Book 334, Page 21, and Real Book 341, Page 921 in the Office of the Judge of Probate, Shelby County, Alabama, North 25 degrees 58 minutes 30 seconds East a distance of 423.95 feet; thence along said boundary of said parcel of land recorded in Real Book 341, Page 921, North 89 degrees 32 minutes 02 seconds West a distance of 6.79 feet; thence along said boundary of said parcel North 36 degrees 59 minutes 26 seconds East a distance of 212.65 feet; thence leaving said boundaries and along the southerly boundary of a parcel of land recorded in Real Book 316, Page 458 in the Office of the Judge of Probate, Shelby County, Alabama, North 89 degrees 33 minutes 24 seconds East a distance of 299.87 feet; thence along the southerly boundary of a parcel of land recorded in Real Book 272, Page 117 in the Office of the Judge of Probate, Shelby County, Alabama, North 89 degrees 24 minutes 52 seconds East a distance of 513.28 feet; thence along the southerly boundary of an additional parcel of land recorded in said real book and page number, North 89 degrees 14 minutes 51 seconds East a distance of 818.58 feet to the east line on the NW 1/4 of the NE 1/4 of Section 18, Township 20 South, Range 2 West; thence along the east line of said 1/4-1/4 section South 0 degrees 18 minutes 15 seconds West a distance of 658.06 feet to the point of beginning

Minerals and mining rights excepted 05/03/1995-11493
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