

MORTGAGE DEED

This Mortgage is given by **Sidney W. Smyer III** hereinafter called Borrower, to **Elliott D. Colebeck** hereinafter called Lender, which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of **\$\$20,000** together with interest thereon computed on the outstanding balance, all as provided in a Note having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with MORTGAGE COVENANTS, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in Exhibit A attached hereto and made a part hereof and having a street address of:

Hollybrook Lake Road

Borrower further covenants and agrees that:

1. No superior mortgage or the note secured by it will be modified without the consent of Lender hereunder.
2. Borrower will make with each periodic payment due under the Note secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Lender when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.
3. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.
4. As additional security hereunder, Borrower hereby assigns to Lender, Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.
5. In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
6. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether

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voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.

7. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.

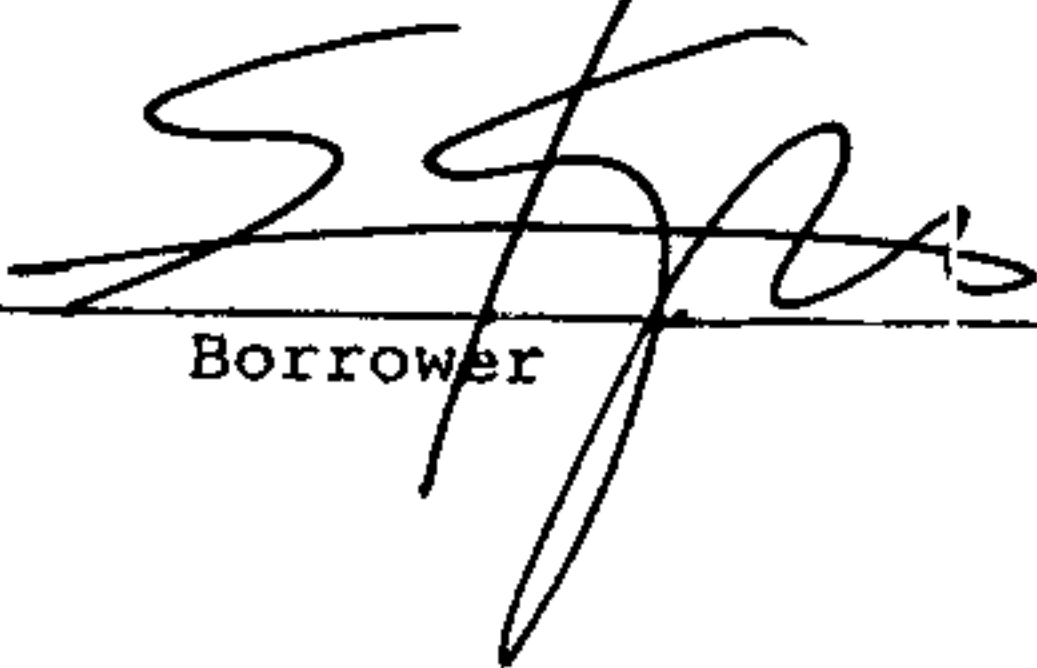
8. Borrower shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the Lender shall be a named insured as its interest may appear.

9. Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.

10. Borrower further covenants and warrants to Lender that Borrower is \indefeasibly seized of said land in fee simple; that Borrower has lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein.

This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein, for breach of which Lender shall have the STATUTORY POWER OF SALE to the extent existing under State law.

Executed under seal this 28th day of November 2000 .



Borrower

STATE OF Alabama
COUNTY OF Shelby

On 23rd Feb

before me, *Sidney W. Smeyer III*

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan. 19, 2003
BONDED TERU NOTARY PUBLIC UNDERWRITERS

(Seal)

Malinda F. Gray

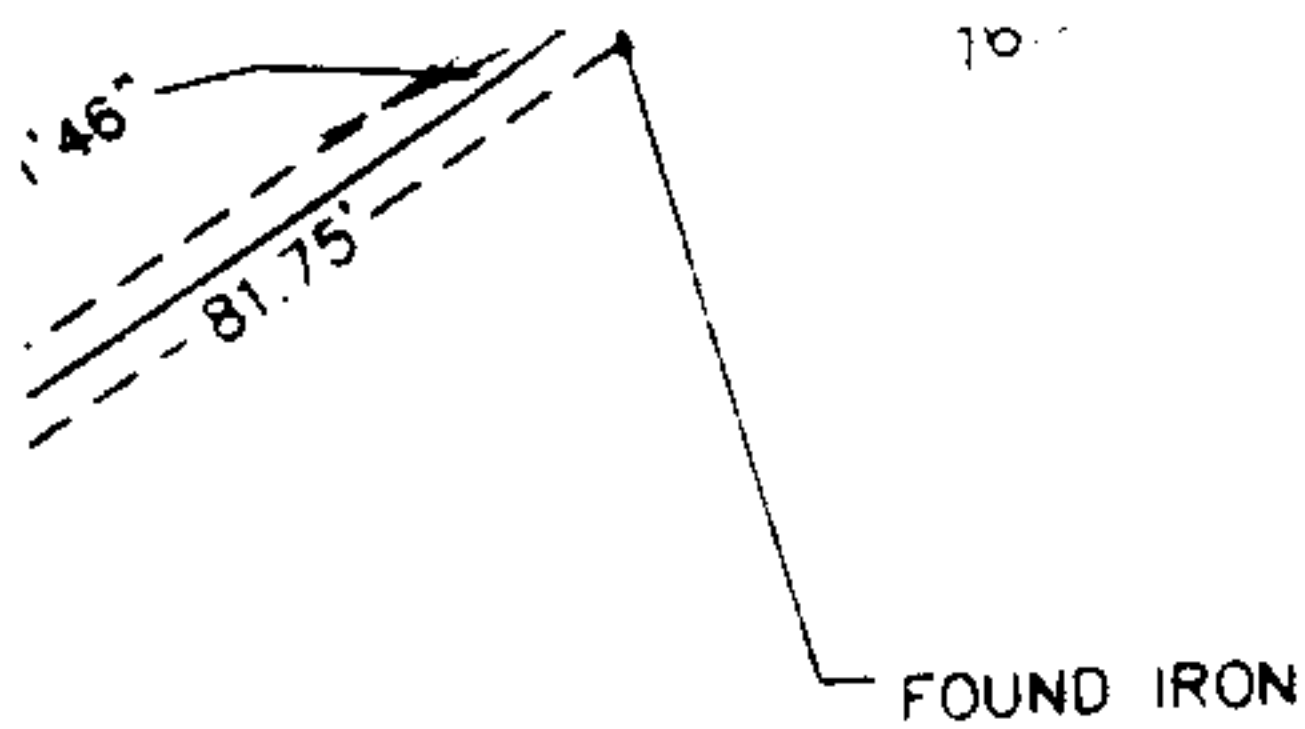


EXHIBIT A

DESCRIPTION

A TRACT OF LAND BEING SITUATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST AND IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 1 WEST, AND RUN SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24 FOR 0.73 FEET; THENCE TURN 140°12'10" LEFT AND RUN NORTHEASTERLY FOR 121.84 FEET; THENCE TURN 5°18'45" LEFT AND RUN NORTHEASTERLY FOR 223.85 FEET; THENCE TURN 00°14'59" RIGHT AND RUN NORTHEASTERLY FOR 76.15 FEET; THENCE TURN 9°41'46" LEFT AND RUN NORTHEASTERLY ALONG THE CENTERLINE OF AN EXISTING GRAVELED ROADWAY FOR 81.75 FEET; THENCE TURN 21°31'47" RIGHT AND RUN NORTHEASTERLY ALONG SAID ROADWAY FOR 179.97 FEET; THENCE TURN 3°29'21" RIGHT AND RUN NORTHEASTERLY ALONG SAID ROADWAY FOR 56.55 FEET; THENCE TURN 22°55'32" RIGHT AND RUN NORTHEASTERLY ALONG SAID ROADWAY FOR 49.20 FEET; THENCE TURN 7°32'10" RIGHT AND RUN NORTHEASTERLY ALONG SAID ROADWAY FOR 65.51 FEET; THENCE TURN 21°32'37" LEFT AND RUN NORTHEASTERLY ALONG SAID ROADWAY FOR 61.74 FEET; THENCE TURN 49°16'05" RIGHT AND RUN SOUTHEASTERLY ALONG SAID ROADWAY FOR 172.14 FEET; THENCE TURN 8°49'27" RIGHT AND RUN SOUTHEASTERLY ALONG SAID ROADWAY FOR 25.91 FEET; THENCE TURN 4°02'41" LEFT AND RUN SOUTHEASTERLY ALONG SAID ROADWAY FOR 51.70 FEET; THENCE TURN 22°17'52" LEFT AND RUN EASTERLY ALONG SAID ROADWAY FOR 53.97 FEET; THENCE TURN 33°18'17" LEFT AND RUN NORTHEASTERLY FOR 62.52 FEET; THENCE TURN 44°41'39" LEFT AND RUN NORTHERLY ALONG SAID ROADWAY FOR 26.34 FEET; THENCE TURN 22°41'18" LEFT AND RUN NORTHERLY ALONG SAID ROADWAY FOR 208.33 FEET; THENCE TURN 15°06'20" RIGHT AND RUN NORTHERLY ALONG SAID ROADWAY FOR 57.84 FEET; THENCE TURN 24°18'43" RIGHT AND RUN NORTHEASTERLY ALONG SAID ROADWAY 52.84 FEET; THENCE TURN 107°06'24" RIGHT AND RUN SOUTHEASTERLY 106.26 FEET TO A POINT ON THE SHORE LINE OF HOLLYBROOK LAKE AND THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE TURN 180°00'00" RIGHT AND RUN NORTHWESTERLY 106.26 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING GRAVEL ROADWAY; THENCE TURN 94°41'09" RIGHT AND RUN NORTHEASTERLY ALONG SAID ROADWAY 38.95 FEET; THENCE TURN 20°32'57" RIGHT AND RUN NORTHEASTERLY ALONG SAID ROADWAY 134.43 FEET; THENCE TURN 30°37'10" LEFT AND RUN NORTHEASTERLY ALONG SAID ROADWAY 133.19 FEET; THENCE TURN 06°58'02" RIGHT AND RUN NORTHEASTERLY ALONG SAID ROADWAY 110.74 FEET; THENCE TURN 13°35'38" LEFT AND RUN NORTHEASTERLY ALONG SAID ROADWAY 150.80 FEET; THENCE TURN 35°27'34" RIGHT AND RUN NORTHEASTERLY ALONG SAID ROADWAY 61.90 FEET; THENCE TURN 68°49'35" RIGHT AND RUN SOUTHEASTERLY ALONG SAID ROADWAY 57.71 FEET; THENCE TURN 23°33'12" RIGHT AND RUN SOUTHEASTERLY ALONG SAID ROADWAY 104.89 FEET; THENCE TURN 25°20'01" LEFT AND RUN SOUTHEASTERLY ALONG SAID ROADWAY 123.42 FEET; THENCE TURN 08°18'12" RIGHT AND RUN SOUTHEASTERLY ALONG SAID ROADWAY 137.02 FEET; THENCE TURN 57°56'54" RIGHT AND RUN SOUTHWESTERLY 151.63 FEET; THENCE TURN 28°39'01" LEFT AND RUN SOUTHERLY 150.07 FEET; THENCE TURN 50°20'28" RIGHT AND RUN SOUTHWESTERLY 169.89 FEET TO A POINT ON THE SHORE LINE OF HOLLYBROOK LAKE; THENCE TURN RIGHT AND RUN ALONG THE SHORE LINE OF HOLLYBROOK LAKE TO THE POINT OF BEGINNING. LESS AND EXCEPT ANY PART OF SAID LAND LYING IN THE PUBLIC ROAD RIGHT OF WAY CONTAINING APPROXIMATELY 5.43 ACRES

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