

This instrument was prepared by:
Michael T. Atchison, Attorney At Law, Inc.
PO Box 822, Columbiana, AL 35051

MORTGAGE DEED

STATE OF ALABAMA
COUNTY of SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Gary Michael Davis and Gail Elaine Davis, husband and wife
(hereinafter called "Mortgagors", whether one or more are justly indebted to

Jacquelyn H. Cates
(hereinafter called "Mortgagee", whether one or more),

in the sum of \$489,600.00 evidenced by a real estate mortgage note of even date.

And whereas, Mortgagors agreed, in incurring said indebtedness, which this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,


Gary Michael Davis and Gail Elaine Davis, husband and wife

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in County, State of Alabama, to wit:

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION, WHICH IS
INCORPORATED HEREIN BY REFERENCE.**

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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.

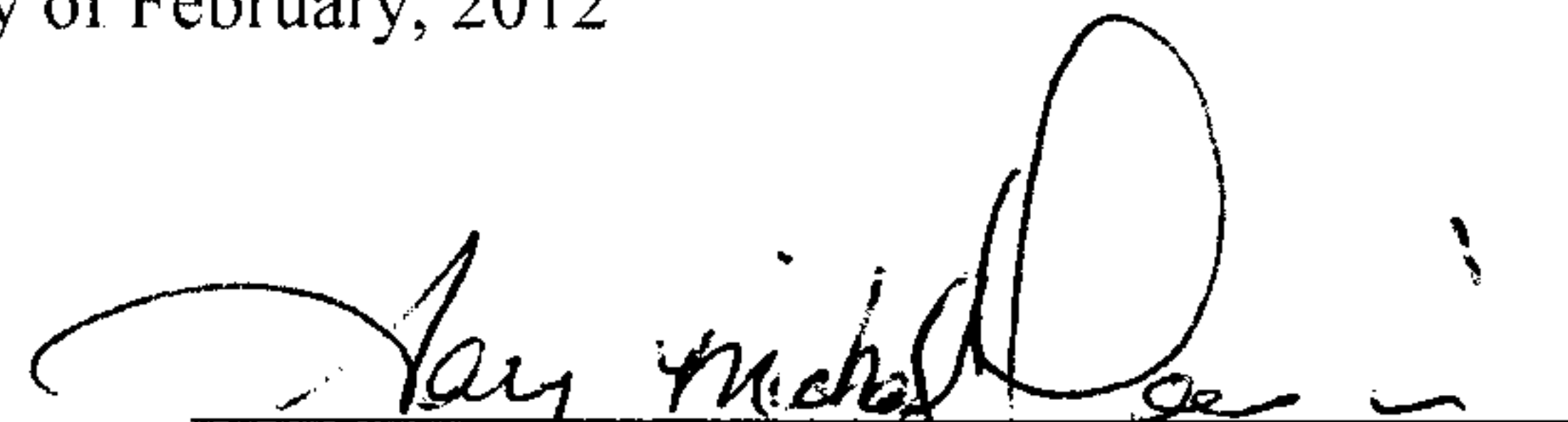

20120216000056790 1/4 \$755.40
Shelby Cnty Judge of Probate, AL
02/16/2012 09:38:08 AM FILED/CERT

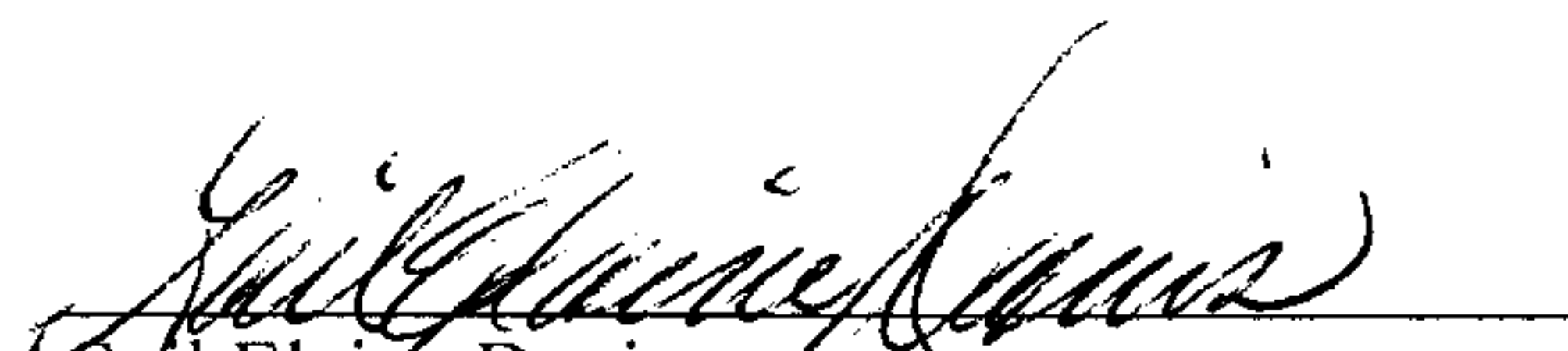
Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment 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 therefor; 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

Gary Michael Davis and Gail Elaine Davis, husband and wife

Have hereunto set their signatures and seals, this 14th day of February, 2012

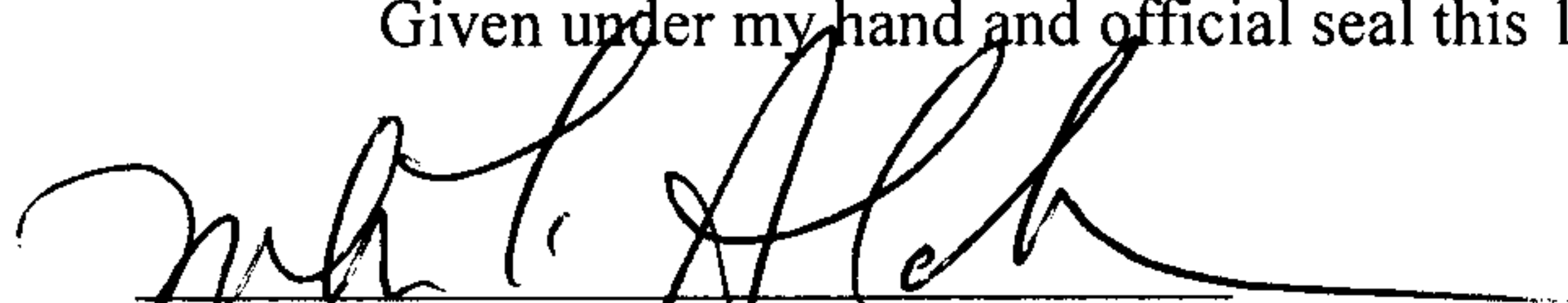

Gary Michael Davis



Gail Elaine Davis

STATE OF ALABAMA
COUNTY of SHELBY

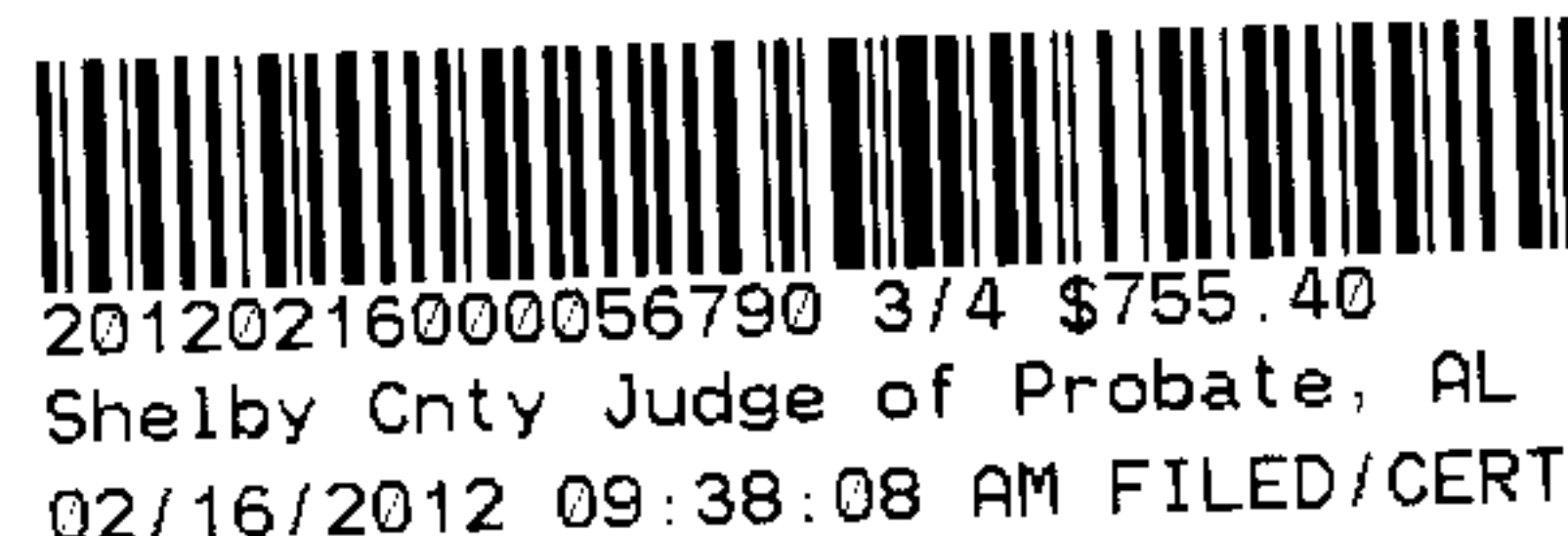
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Gary Michael Davis and Gail Elaine Davis, whose name(s) is/are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of February, 2012.


Notary Public
My commission expires: 10/16/2012


20120216000056790 2/4 \$755.40
Shelby Cnty Judge of Probate, AL
02/16/2012 09:38:08 AM FILED/CERT

MICHAEL T. ATCHISON
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES 10/16/2012

EXHIBIT A

Two Parcels of land situated in Section 7, Township 21 South, Range 1 East; Section 13, Township 21 South, Range 1 West; and Section 18, Township 21 South, Range 1 East, all in Shelby County, Alabama, and being more particularly described as follows:

PARCEL 1

Commence at an angle iron at the NE Corner of the NE 1/4 of the SE 1/4 of above said Section 7; thence N88°57'08"W, a distance of 1011.05'; thence N86°52'15"W, a distance of 157.33' to the POINT OF BEGINNING, said point being the approximate centerline of Dollar Branch Creek, (all further calls will be along said branch until otherwise specified); thence N77°52'43"W, a distance of 32.63'; thence S49°57'49"W, a distance of 123.32'; thence S76°45'06"W, a distance of 25.72'; thence N70°24'41"W, a distance of 111.18'; thence N40°04'07"W, a distance of 92.74'; thence N46°29'09"W, a distance of 116.44'; thence N49°49'30"W, a distance of 792.63' to a point on the Southeasterly R.O.W. line of Alabama Highway 25, said point being the beginning of a non-tangent curve to the left, having a radius of 2817.00, a central angle of 24°47'10", and subtended by a chord which bears S33°05'21"W, and a chord distance of 1209.15'; thence along the arc of said curve and said R.O.W. line and leaving said Dollar Branch, a distance of 1218.63' to the approximate centerline of Coker Branch Creek, (all further calls will be along branch until otherwise specified); thence S83°30'31"E and leaving said R.O.W. line, a distance of 24.48'; thence S52°20'16"E, a distance of 113.09'; thence S34°49'56"E, a distance of 139.69'; thence S22°04'01"E, a distance of 20.68'; thence S40°58'38"E, a distance of 35.34'; thence S50°30'54"E, a distance of 15.82'; thence S61°23'33"E, a distance of 35.96'; thence S67°57'53"E, a distance of 81.05'; thence S49°59'37"E, a distance of 23.18'; thence S84°36'41"E, a distance of 43.05'; thence S80°56'59"E, a distance of 119.33'; thence N41°26'23"E, a distance of 45.35'; thence N75°43'46"E, a distance of 110.82'; thence N70°49'36"E, a distance of 71.38'; thence N75°29'13"E, a distance of 96.98'; thence S50°04'28"E, a distance of 9.45' to the Northwesterly R.O.W. line of Norfolk Southern Railroad; thence N53°39'51"E along said R.O.W. line and leaving said Coker Branch, a distance of 1040.36' to the POINT OF BEGINNING.

PARCEL 3

Commence at a 1.5" Bar at the NW Corner of above said Section 18; thence S00°11'38"W, a distance of 2276.70' to the POINT OF BEGINNING, said point lying on the Southeasterly R.O.W. line of Norfolk Southern Railroad; thence S00°11'38"W and along said R.O.W. line, a distance of 88.73'; thence S34°29'38"W and along said R.O.W. line, a distance of 332.01'; thence S88°50'12"W and along said R.O.W. line, a distance of 61.54'; thence S34°29'38"W and along said R.O.W. line, a distance of 181.80' to the beginning of a curve to the right, having a radius of 2815.00, a central angle of 14°26'45", and subtended by a chord which bears S41°43'01"W, and a chord distance of 707.87'; thence along the arc of said curve and said R.O.W. line, a distance of 709.75'; thence S48°56'24"W and along said R.O.W. line, a distance of 657.33'; thence S00°11'38"W and along said R.O.W. line, a distance of 66.51'; thence S48°56'24"W and along said R.O.W. line, a distance of 253.73'; thence N88°50'12"E and leaving said R.O.W. line, a distance of 190.80'; thence S00°11'38"W, a distance of 752.11'; thence N88°50'12"E, a distance

of 1203.56' to a point on the Northwesterly R.O.W. line of Alabama Highway 25'; thence N29°00'01"E and along said R.O.W. line, a distance of 1651.26' to the beginning of a curve to the left, having a radius of 2467.00, a central angle of 08°33'58", and subtended by a chord which bears N24°43'02"E, and a chord distance of 368.49'; thence along the arc of said curve and said R.O.W. line, a distance of 368.83'; thence N20°26'03"E and along said R.O.W. line, a distance of 603.43' to the beginning of a curve to the right, having a radius of 5313.00, a central angle of 08°41'34", and subtended by a chord which bears N24°46'50"E, and a chord distance of 805.30'; thence along the arc of said curve and said R.O.W. line, a distance of 806.08'; thence N29°07'37"E and along said R.O.W. line, a distance of 1183.61' to the beginning of a curve to the left, having a radius of 1417.00, a central angle of 25°38'58", and subtended by a chord which bears N16°18'08"E, and a chord distance of 629.06'; thence along the arc of said curve and said R.O.W. line, a distance of 634.34'; thence N03°28'40"E and along said R.O.W. line, a distance of 906.78' to a point on the Southeasterly R.O.W. line of Norfolk Southern Railroad, said point also being the beginning of a non-tangent curve to the left, having a radius of 2695.00, a central angle of 01°07'11", and subtended by a chord bearing of S35°03'13"W, and a chord distance of 52.66'; thence leaving said Highway R.O.W. line and along said Railroad R.O.W. line, along the arc of said curve, a distance of 52.67'; thence S34°29'38"W and along said R.O.W. line, a distance of 3815.51' to the POINT OF BEGINNING.

