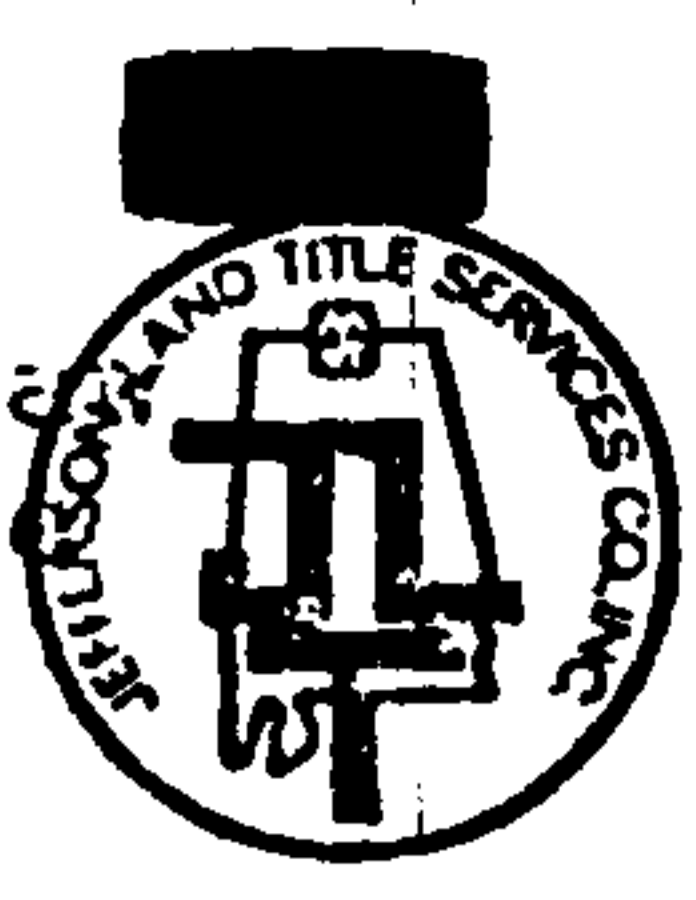


This instrument prepared by

(Name) James R. Davis, Attorney At Law
Suite 10, 2 Office Park Circle
(Address) Birmingham, Alabama 35223
Telephone No. (205) 870-3932



Jefferson Land Title Services Co., Inc.
318 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

MORTGAGE-

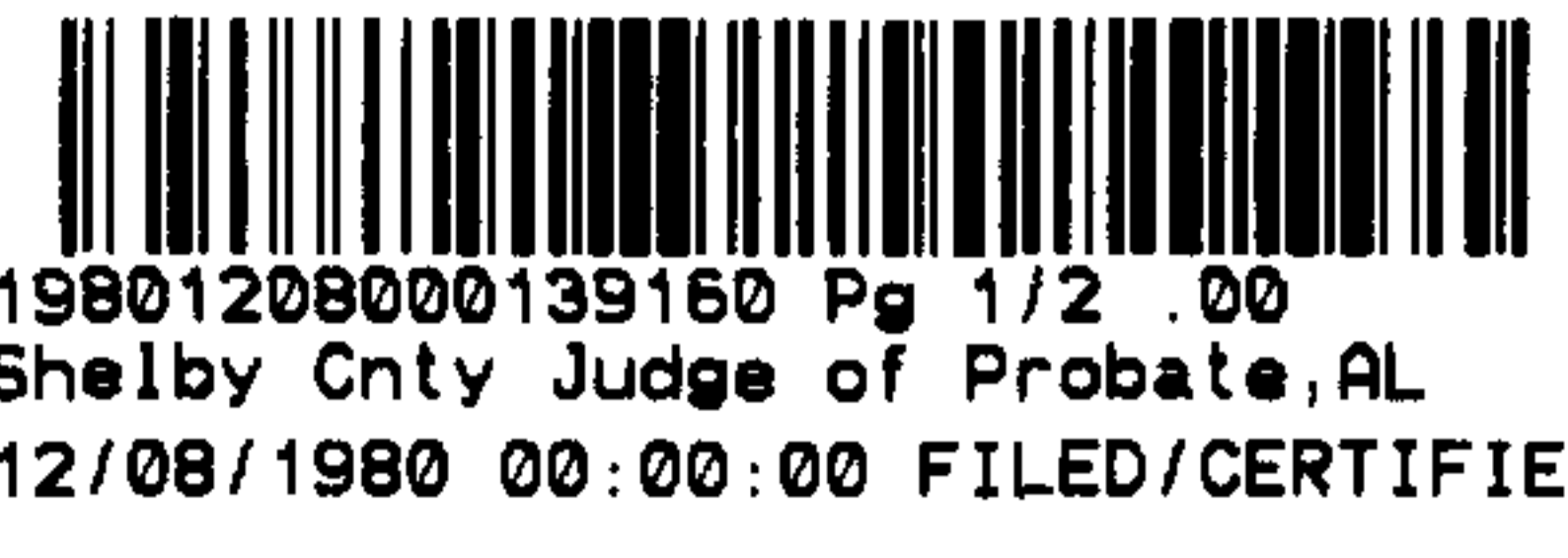
337

STATE OF ALABAMA }
JEFFERSON COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

James B. Davis and Benford L. Chenault

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to



Ralph Hughes Gentry, Jr. and wife, Deborah H. Gentry

(hereinafter called "Mortgagee", whether one or more), in the sum
of Twenty-Three-Thousand-Four-Hundred-Thirty-----Dollars
(\$ 23,430.00), evidenced by

One promissory note of even date and amount together with interest upon the unpaid portion thereof from date at the rate of eight (8%) percent per annum, simple interest, in semi-annual installments of One-Thousand-Seven-Hundred-Twenty-Four and 02/100ths Dollars (\$1,724.02) payable on the 2nd day of every sixth month after date, commencing June 2, 1981 until said sum is paid in full.

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

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

James B. Davis and Benford L. Chenault

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

A parcel of land situated in the Northwest Quarter of Southwest Quarter of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: That part of the Northwest Quarter of Southwest Quarter of Section 30, Township 20 South, Range 2 West that lies Southwesterly of Atlantic Coast Line Railroad and Northwesterly of Shelby County Highway Number 11 as follows: Begin at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 30, Township 20 South, Range 2 West and run North along West line of said Quarter-Quarter section for a distance of 880 feet more or less to the Southwesterly Right-of-Way of Atlantic Coast Line Railroad; thence run Southeasterly along Southwesterly Right-of-Way for a distance of 920 feet more or less to intersection with the Northwesterly Right-of-Way of Shelby County Highway Number 11; thence run Southwesterly along said road Right-of-Way for a distance of 594 feet more or less to intersection with the South line of Northwest Quarter of Southwest Quarter of said Section; thence run West along said South line for a distance of 496 feet more or less to the Point of Beginning. Situated in Shelby County, Alabama.

THIS IS A PURCHASE MONEY FIRST MORTGAGE LOAN.

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

Form ALA-35
JAMES R. DAVIS
ATTORNEY AT LAW

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.

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

have hereunto set their hands and seals this 2nd day of December, 1980
 I CERTIFY THIS INSTRUMENT WAS FILED
 TAX 35.25
 4.00
 1.00
 40.25
 1980 DEC -8 AM 8:29
 Thomas A. Snowden, Jr.
 JUDGE OF PROBATE

James B. Davis (SEAL)
 James B. Davis
 Bobbie H. Davis (SEAL)
 Bobbie H. Davis wife of James B. Davis
 Benford L. Chenault (SEAL)
 Benford L. Chenault
 Tony S. Chenault (SEAL)
 Tony S. Chenault wife of Benford L. Chenault

THE STATE of ALABAMA
 JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James B. Davis and wife, Bobbie H. Davis and Benford L. Chenault and wife, Tony S. Chenault whose names are assigned 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 2nd day of December, 1980.

Notary Public.
 My Commission Expires: 5/21/83

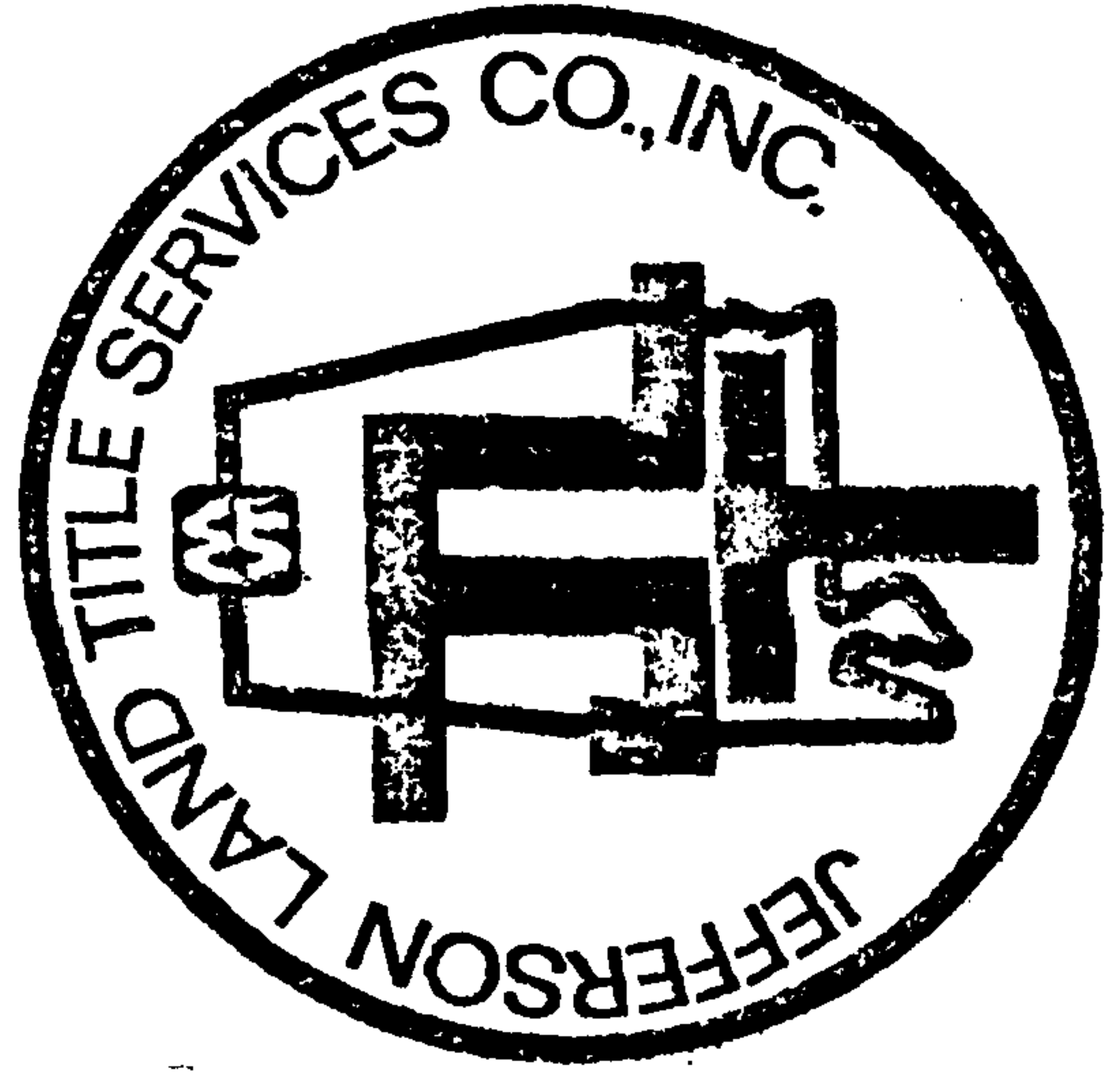
THE STATE of COUNTY

I, a Notary Public in and for said County, in said State, hereby certify that whose name as 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 such 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 the , 19

19801208000139160 Pg 2/2 .00
 Shelby Cnty Judge of Probate, AL Notary Public
 12/08/1980 00:00:00 FILED/CERTIFIED

TO

MORTGAGE DEED



Recording Fee \$
 Deed Tax \$

This form furnished by
 Jefferson Land Title Services Co., Inc.
 11 NORTH 9 P. O. BOX 10881 • PHONE (205) 328-8020
 BIRMINGHAM, ALABAMA 35201
 AGENTS FOR
 Mississippi Valley Title Insurance Company

BOOK 408 PAGE 239