This instrument was prepared by

(Name) William W. Johnson, Jr.

(Address) 1500 Brown-Marx Building, Birmingham, Alabama 35203

19810204000012220 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
02/04/1981 00:00:00 FILED/CERTIFIED

Form 1-1-22 Rev. 1-66
MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

F. Dixon Brooke, Jr. and wife, Dell S. Brooke

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

Jack J. Benners

(hereinafter called "Mortgagee", whether one or more), in the sum of Twenty Thousand Three Hundred and No/100 Dollars ($ 20,300.00), evidenced by one promissory note of even date herewith

BOOK 409 PAGE 660

(2-10-81)

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,

F. Dixon Brooke, Jr. and wife, Dell S. Brooke

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:

Lot 27, according to the Map and Survey of Mountain View Lake Company, Second Sector, as recorded in Map Book 3, Page 150, in the Office of the Judge of Probate of Shelby County, Alabama, and a twenty-five foot by thirty foot parcel of Lot 26 of said Survey more particularly described as follows: Commence at the northwest corner of Lot 26 of said Mountain View Lake Company, Second Sector, and run east along the north line of said Lot 26 for 110.0 feet to the point of beginning; thence continue east along the north line of said Lot 26 for 30.0 feet; thence 90° 00' right and run south for 25.0 feet; thence 90° 00' right and run west for 30.0 feet; thence 90° 00' right and run north for 25.0 feet to the point of beginning. Minerals and mining rights excepted.

SUBJECT TO: (i) all minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on, and under subject property; (ii) right-of-way granted to Alabama Power Company by instrument(s) recorded in Deed Book 182, Page 25; (iii) restrictions appearing of record in Deed Book 172, Page 236; (iv) mortgage executed by Jack J. Benners, a single man, to Jefferson Federal Savings & Loan Association of Birmingham, dated June 12, 1979, in the amount of $37,000.00, filed for record on June 13, 1979, recorded in Mortgage Book 392, Page 650, (v) obligations of Grantor to Dr. Leland Hull, Jr., set forth in that certain letter record in Miscellaneous Book 36, at Page 695; and (vi) the lien for ad valorem taxes for the current tax year.

See Assign Misc Book 39 page 439

See assign. Misc. Book 47 Page 328 (11-8-82)

See assign Misc Book 47 Page 329 (11-8-82)

Please return mortgage to:

THAD G. LONG
ATTORNEY AT LAW

TELEPHONE 252-4500
AREA CODE 205

BRADLEY, ARANT, ROSE & WHITE
1500 BROWN-MARX BUILDING
BIRMINGHAM, ALABAMA 35203

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.

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 F. Dixon Brooke, Jr. and wife, Dell S. Brooke

BOOK 409 PAGE 661

have hereunto set their signatures and seals this 3rd day of February, 1981

F. Dixon Brooke, Jr. ....(SEAL)
F. Dixon Brooke, Jr.

Dell S. Brooke ....(SEAL)
Dell S. Brooke

..................(SEAL)

..................(SEAL)

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THE STATE of ALABAMA
JEFFERSON COUNTY

I, the undersigned [illegible], a Notary Public in and for said County, in said State, hereby certify that F. Dixon Brooke, Jr. and wife, Dell S. Brooke

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 3rd day of February, 1981

[illegible] Notary Public.

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 day of , 19

.................., Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1981 FEB -4 PM 2 09

[illegible]
JUDGE OF PROBATE

Mortgage 3.00
Rec. 3.00
Ind. 1.00
[illegible]

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
[illegible] Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE — ABSTRACTS
Birmingham, Alabama