

(Name) William A. Jackson, Attorney
#1 Independence Plaza, Suite 508
(Address) Birmingham, Alabama 35209

Form 1-1-22 Rev. 1-68

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Kenneth J. Neal and wife, Pat Neal

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

William Homer Panter

(hereinafter called "Mortgagee", whether one or more), in the sum

of Forty-Seven Thousand Nine Hundred Fifty and No/100-----Dollars (\$ 47,950.00), evidenced by one promissory note of even date herewith, according to the terms and conditions of said note, with the final payment due on September 9, 1995, if not sooner paid,

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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,

Kenneth J. Neal and wife, Pat Neal

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:

All of the East Half of the NE-1/4 of Section 28, Township 21 South, Range 1 West, lying South of Shelby Count Road #70. LESS AND EXCEPT: From the SE corner of the E-1/4 of the NE-1/4 of Section 28, Township 21 South, Range 1 West, Shelby County, Alabama, run North along the East line of Section 28 for 858.8 feet to the point of beginning of subject property; from said point continue said course along said line 1000 feet to a point on the Southerly right-of-way line of Alabama Highway No. 70; thence deflect left 87° 51' and run a chord distance of 430 feet to a point; thence deflect from said chord an angle of 92° 09' left and run Southerly and parallel to the Section line 1016.1 feet; thence deflect left an angle of 90° 00' and run Easterly 429.7 feet back to the point of beginning.

Half of mineral and mining rights excepted.

Subject to that certain lease regarding one-half interest in mineral and mining rights as shown by instrument recorded in Deed Book 336, Page 336, and Deed Book 336, Page 767, in the Probate Office of Shelby County, Alabama.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagors simultaneously herewith.

This mortgage shall also cover and secure all standing timber and mortgagors covenant and agree that they shall not cut, sell or convey any right, title or interest in such standing timber for so long and for such period of time as the outstanding unpaid principal balance secured by this mortgage is greater than Thirty Thousand Dollars (\$30,000.00).

Jackson & Arnold

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 Mortgagee 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, Kenneth J. Neal and wife, Pat Neal,

have hereunto set their signatures and seals this 9th day of September, 1985.

Kenneth J. Neal
Kenneth J. Neal (SEAL)

Pat Neal
Pat Neal (SEAL)

THE STATE of ALABAMA }
JEFFERSON COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kenneth J. Neal and wife, Pat Neal,

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 9th day of September, 1985.

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 ALABAMA
I CERTIFY THIS
1985 SEP 11 AM 10:24

JACKSON B. ARNOLD
ATTORNEYS AT LAW
SUITE 508
1 INDEPENDENCE PLAZA
BIRMINGHAM, ALABAMA 35209

Return to:

TO

MORTGAGE DEED

RECORDING FEES
Mortgage Tax \$ 72.00
Deed Tax _____
Mineral Tax _____
Recording Fee 5.00
Index Fee 1.00
TOTAL \$ 78.00

THIS FORM FROM
Buyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama

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