

(Name) Wade H. Morton, Jr., Attorney at Law

(Address) Post Office Box 1227, Columbiana, Alabama 35051-1227

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JOE W. HUNNICUTT and wife, SALLY D. HUNNICUTT,

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

LARRY F. LESLIE and wife, MARTHA JAYNE LESLIE,

(hereinafter called "Mortgagee", whether one or more), in the sum of TWO THOUSAND SIX HUNDRED TWENTY FOUR and 15/100 -----Dollars (\$ 2,624.15), evidenced by a promissory note of even date repayable according to the terms and at the rate of interest stated therein with final payment being due and payable in full on November 1, 1991.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof, and any extensions or renewals of the same or any portion thereof and also to secure any and all indebtedness or obligations, direct or contingent, now existing or hereafter owed or due by Mortgagors or either of them to Mortgagees or either of them. NOW THEREFORE, in consideration of the premises, said Mortgagors,
JOE W. HUNNICUTT and wife, SALLY D. HUNNICUTT,

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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:

See attached Exhibit "A" for legal description of real estate.

SUBJECT only to the following liens, encumbrances, limitations and restrictions:

1. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights conveyed in Lease recorded in Deed Book 334, at Page 739 and corrected in Deed Book 335, at Page 994 in Probate Office.
2. Mineral and mining rights not owned by Grantors.
3. Mortgage from Larry F. Leslie and wife, Martha Jayne Leslie, to Georges Chevalier dated May 18, 1984 and recorded in Mortgage Book 448, at Page 909, in the Office of the Judge of Probate of Shelby County, Alabama, securing an initial principal of \$25,296.00.

Privilege to prepay the indebtedness secured by this mortgage, in whole or in part, is reserved to the Mortgagors without penalty, accrued interest being due and payable only on the unpaid principal balance to the date of prepayment and thereafter interest shall be due and payable only on the unpaid principal balance.

This is a purchase money mortgage securing part of the purchase price for the above described real property conveyed to Mortgagors by the Mortgagees simultaneously herewith, but this mortgage is second and subordinate to the existing first mortgage against said real property to Georges Chevalier dated May 18, 1984 and recorded in Mortgage Book 448, at Page 909, in said Probate Records.

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

Return to: Wade Morton

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

JOE W. HUNNICUTT and wife, SALLY D. HUNNICUTT,

have hereunto set their signatures and seal, this 5th day of November, 1986.

Joe W. Hunnicutt (SEAL)
Joe W. Hunnicutt

Sally D. Hunnicutt (SEAL)
Sally D. Hunnicutt (SEAL)

THE STATE of ALABAMA }
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joe W. Hunnicutt and wife, Sally D. Hunnicutt,

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 5th day of November, 1986.

Wade H. Norton
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

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TO

MORTGAGE DEED

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

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

A parcel of land partly in the SE 1/4 of the SW 1/4 of Section 13, Township 22 South, Range 2 West, Shelby County, Alabama, and partly in the NE 1/4 of the NW 1/4 of Section 24, Township 22 South, Range 2 West, Shelby County, Alabama, described as follows: From the Southeast corner of the NE 1/4 of the NW 1/4 of said Section 24, as beginning point (a stenciled concrete post) run North 03 deg. 30 min. West 2125.3 feet to a point on the South right-of-way line of Shelby County Road No. 86; thence run along said right-of-way line South 30 deg. 10 min. West 449.7 feet; thence run South 03 deg. 57 min. East 1,830.6 feet to a point in the center of the abandoned L & N Railroad right-of-way; thence run along said centerline South 53 deg 00 min. East 376.5 feet; thence run North 86 deg. 30 min. East 146.2 feet to the beginning point, LESS AND EXCEPT any part of said real property lying within said railroad right-of-way.

SIGNED FOR IDENTIFICATION:
MORTGAGORS:

Joe W. Hunnicutt
Joe W. Hunnicutt

Sally D. Hunnicutt
Sally D. Hunnicutt

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1986 NOV -5 PM 4: 01
Thomas D. ...
JUDGE OF COURSE

1. ...
2. Mag. Fee 4.05
3. Recording Fee 7.50
4. Indexing Fee 1.00
TOTAL 12.55