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This instrument was prepared by

(Name) S. W. Smyer, Jr.

(Address) 2118 First Avenue North, Birmingham, Alabama 35203

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,

Sidney W. Smyer, III

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

S. W. Smyer, Jr.

(hereinafter called "Mortgagee", whether one or more), in the sum of ----------------------Seventy-Five Thousand and No/100 -------------------- Dollars ($ 75,000.00), evidenced by one promissory note in the principal amount of $75,000.00, and payable in accordance with the terms of said note.

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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, Sidney W. SMyer, III, a married man

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:

Commence at the Northeast Corner of Lot 10 according to the Hollybrook Lake Subdivision as recorded in Map Book 4, Page 74, in the Office of the Judge of Probate of Shelby County, Alabama.

Thence run in a Southwesterly direction along the Northwesterly Line of said Lot 10 approximately 105' to the West Line of the Southeast Quarter of the Southeast Quarter of Section 13, Township 18 South, Range 1 West.

Thence run North along said Quarter Section Line a distance of approximately 705' to the South Right-of-Way Line of Shelby County Highway 41.

Thence run in an Easterly direction and along the said Right-of-Way approximately 265' to the Center Line of a private road to the Point of Beginning.

From the Point of Beginning, run along the Southerly Right-of-Way Line of said Highway approximately 1240', more or less, to the East Line of said Section 13.
Thence run in a South direction along said Section Line a distance of 430', more or less, to a point which would be intersected by the Northwesterly extension of the Easterly side of Lot 2 in said Hollybrook Lake Subdivision.

Thence run in a Southeasterly direction and along the extension of said Lot Line a distance of 540', more or less, to the Northeasterly Corner of said Lot 2.

Thence run in a Southwesterly direction approximately 180' along the Northwesterly side of said Lot 2 to the high water mark of Hollybrook Lake.

Thence run in a Northwesterly and Westerly direction along said high water mark line of said Lake approximately 700' to a concrete marker located in the Center of a small branch, which marker is approximately 270' West of the East Line of said Section 13.

From said marker, run thence in a Northwesterly direction and along Center Line of said branch approximately 150' to the Center Line of a private road.

Thence run in a Southwesterly, Southerly, Westerly, and Northwesterly direction along the Center Line of said road approximately 1225' to the Point of Beginning.

The above property does not constitute any part of the homestead of the mortgagor.

Sidney W. Smyer, Jr.
2118 - 1st Ave. No.
Bham Al. 35203

Said prop[redacted]warranted free from all incumbrances an[redacted]t any adverse claims, except as stated a[redacted]

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 Sidney W. Smyer, III

have hereunto set his signature and seal, this 11th day of April, 1988

Mtg Tax 112.50
Rec. 5.00
Ind. 1.00
118.50

88 APR 12 AM 9:00

Sidney W. Smyer, III ....(SEAL)

....(SEAL)

....(SEAL)

....(SEAL)

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THE STATE of ALABAMA
JEFFERSON COUNTY

I, The undersigned, a Notary Public in and for said County, in said State, hereby certify that Sidney W. Smyer, III

whose name signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of April, 1988

Notary Public.

THE STATE of Alabama
Jefferson COUNTY

I, Marda Gail Stone, undersigned a Notary Public in and for said County, in said State, hereby certify that Sidney W. Smyer III

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 11th day of April, 1988

Marda Gail Stone, Notary Public

MY COMMISSION EXPIRES MARCH 5, 1989

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE — ABSTRACTS
Birmingham, Alabama