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THIS INSTRUMENT WAS PREPARED BY:
JOHN T. BLACK, BLACK AND MORGAN, ATTORNEYS
3432 Independence Drive
Birmingham, Alabama 35209

MORTGAGE

STATE OF ALABAMA)
COUNTY OF SHELBY) KNOW ALL MEN BY THESE PRESENTS:

That Whereas, B. Edward Vining and wife, Dian M. Vining (hereinafter called "Mortgagors", whether one or more) are justly indebted to Hayden Graham and Lee H. Real (hereinafter called "Mortgagee", whether one or more) in the sum of Thirty Two Thousand and No/100 ($32,000.00), evidenced by Promissory Note of even date herewith, having a final maturity date of December 1, 1994.

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, B. Edward Vining and wife, Dian M. Vining, and all others executing this mortgage, do hereby grant, bargain and convey unto the Mortgagee the following described real estate, situated in Shelby and Bibb Counties, State of Alabama, to wit:

PARCEL 15B, according to the map and plat of A Resurvey of Whispering Pines Farms, as recorded in Map Book 13, Page 131 in the Office of the Judge of Probate of Shelby County, Alabama, more particularly described by metes and bounds as follows:

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Begin at the northeast corner of Section 11, Township 21 south, Range 5 west, Shelby County, Alabama and run thence S 3° 52' 31" E along the east line of said Section 11 a distance of 1,329.35' to a point on the southeast corner of the NE¼ of the NE¼ of said Section 11, thence run S 86° 48' 56" W along the south line of the NE¼ of the NE¼ and the NW¼ of the NE¼ of said Section 11 a distance of 1,773.03' to a point in the centerline of a sixty (60) foot wide easement, thence run N 44° 15' 19" E along the center line of said easement a distance of 592.36' to a point on the west line of the NE¼ of the NE¼ of same said Section 11 and in the centerline of same said easement, thence run N 3° 52' 20" W along the said west line of said quarter quarter section and the centerline of said easement a distance of 930.70' to the northwest corner of the NE¼ of the NE¼ of said Section 11, thence run N 86° 53' 51" E along the said north line of said quarter quarter section a distance of 1,331.86' to the point of beginning, containing 42.69 acres.

LESS AND EXCEPT: Coal, oil, gas and other mineral interests in, to or under the land herein described and all mining rights together with all rights, privileges and immunities relating thereto.

THIS CONVEYANCE IS SUBJECT TO:

1. All taxes for the year 1990 and subsequent years, not yet due and payable.
2. Easement to Plantation Pipeline Company as recorded in Volume 112, page 389, Volume 112, page 388, Volume 112, page 390, Volume 112, page 577 and Volume 257, page 602 in the Probate Office of Shelby County, Alabama.
3. Mining and mineral rights and rights incident thereto as recorded in Volume 350, page 534 in the Probate Office of Shelby County, Alabama.
4. Right of way to Alabama Power Company as recorded in Real 133, page 607 in the Probate Office of Shelby County, Alabama.
5. Right of way to Shelby County as recorded in Volume 221, page 403 in the Probate Office of Shelby County, Alabama.
6. Sixty (60) foot wide non-exclusive easement for purposes of ingress and egress and public utility service shown on Resurvey of Whispering Pines Farms, as recorded in Map Book 13, Page 131 in the Probate Office of Shelby County, Alabama and as recorded in Deed Book 128, Page 830 in the Probate Office of Bibb County, Alabama.

7. This conveyance is subject to all easements, restrictions, rights of way, ad valorem taxes, zoning ordinances and restrictions, set back lines and all other matters of record as recorded in the Probate Office of Shelby and Bibb Counties, Alabama.

THIS IS A PURCHASE MONEY MORTGAGE.

THIS INDEBTEDNESS SHALL BE DUE AND PAYABLE IN FULL UPON ANY SALE OR TRANSFER OF ANY INTEREST IN THE ABOVE DESCRIBED PROPERTY.

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, Mortgagees' successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to take good care of the mortgaged property and not to commit or permit any waste thereon, to keep the same repaired and in good condition, reasonable wear and tear excepted, 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.

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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 Courthouse 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 said be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned B. Edward Vining and wife, Dian M. Vining have hereunto set our signatures and seal, this 1st day of November 1989.

B Edward Vining (SEAL)
B. EDWARD VINING

Dian M. Vining (SEAL)
DIAN M. VINING

STATE OF ALABAMA
JEFFERSON COUNTY

I, John T. Black, a Notary Public in and for said County, in said State, hereby certify that B. Edward Vining and wife , Dian M. Vining, 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 1st day of November 1989.

John T. Black (SEAL)
Notary Public

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

89 NOV -2 PM 3:12

[signature]
JUDGE OF PROBATE

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1. Deed Tax	$
2. Mtg. Tax	$ 48.00
3. Recording Fee	$ 2.50
4. Indexing Fee	$ 3.00
5. No Tax Fee	$
6. Certified Stamp Fee	$ 1.00
Total	$ 59.50