

This instrument was prepared by

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Form 1-1-22 Rev. 1-86

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY of SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Charles O. Tidmore, a married man, and Joe L. Tidmore, a married man

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

Rhett G. Barnes; and Rhett G. Barnes, Jr. and Bettye B. Wright, as Trustees of the Irrevocable Trusts created by Rhett G. Barnes, Sr., under Indentures of Trust dated December 28, 1983 and January 5, 1984

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

of Four Hundred Fifty Thousand and no/100-----Dollars
(\$ 450,000.00), evidenced by a real estate mortgage note of even date

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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,

Charles O. Tidmore, a married man, and Joe L. Tidmore, 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 SE corner of Section 24, Township 20 South, Range 3 West; thence run North along the East line of said Section for 2003.27 feet to the Southerly right of way of I-65; thence 59 degrees 08 minutes 18 seconds left run Northwesterly along said right of way for 372.95 feet to the Westerly right of way of McCain Parkway and the point of beginning; thence continue last described course for 297.07 feet to a concrete Monument; thence 18 degrees 35 minutes left continue along said right of way for 107.36 feet; thence 98 degrees 36 minutes left run Southerly along said right of way 655.69 feet to the center of Pig Pen Creek; thence 80 degrees 59 minutes 35 seconds left run Easterly along said creek for 242.10 feet to the Westerly right of way of McCain Parkway; thence 93 degrees 28 minutes 48 seconds left to tangent of a curve to the right, having a radius of 1014.95 feet, run along said curve and right of way for 168.93 feet; thence continue along said right of way for 389.17 feet to the point of beginning.

According to survey of Thomas E. Simmons, RLS #12945, dated January 17, 1991.

THIS PROPERTY CONSTITUTES NO PART OF THE HOMESTEAD OF THE MORTGAGORS, OR OF THEIR RESPECTIVE SPOUSES.

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

Charles O. Tidmore, a married man, and Joe L. Tidmore, a married man

have hereunto set OUR signature S and seal, this

1st day of February, 19 91.

Charles O. Tidmore (SEAL)

Charles O. Tidmore (SEAL)

Joe L. Tidmore (SEAL)

Joe L. Tidmore (SEAL)

THE STATE of ALABAMA
SHELBY

COUNTY

I, the undersigned authority, hereby certify that Charles O. Tidmore and Joe L. Tidmore

, a Notary Public in and for said County, in said State,

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 February, 19 91

Notary Public.

THE STATE of

COUNTY

I, hereby certify that

, a Notary Public in and for said County, in said State,

whose name as 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

1. Deed Tax	\$	675.00
2. Mtg. Tax	\$	5.88
3. Recording Fee	\$	1.00
4. Indexing Fee	\$	1.00
5. No Tax Fee	\$	0.00
6. Certified Fee	\$	0.00
Total	\$	682.88

MORTGAGE DEED

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

Birmingham, Alabama