This instrument was prepared by

(Name) Wallace, Ellis, Fowler & Head

(Address) Columbiana, Alabama 35051

SECOND
MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

M. G. Autry, Sr., an unmarried man

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

Helen R. Justice

(hereinafter called "Mortgagee", whether one or more), in the sum of Twenty-nine Thousand, Five Hundred and no/100 Dollars ($ 29,500.00), evidenced by one promissory note of even date herewith, due and payable in accordance with the terms, conditions and provisions of said note.

04/27/1992-6062
10:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 53.25

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,

M. G. Autry, Sr.

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 NW corner of the NW¼ of NE¼, Section 34, Township 19 South, Range 1 West, Shelby County, Alabama, and run thence Easterly along the North line of said ¼-¼ on a bearing of North 89 degrees 32 minutes 18 seconds East a distance of 277.42 feet to a point; thence run South 33 degrees 55 minutes 38 seconds East a distance of 99.55 feet to the point of beginning of the property being described; thence continue along last described course a distance of 89.87 feet to a point; thence run North 56 degrees 04 minutes 22 seconds East a distance of 36.00 feet to a point; thence run South 33 degrees 55 minutes 38 seconds East a distance of 66.08 feet to a point; thence run North 56 degrees 18 minutes 31 seconds East a distance of 25.15 feet to a point; thence run North 14 degrees 10 minutes 10 seconds West a distance of 24.53 feet to a point; thence run North 48 degrees 37 minutes 39 seconds East a distance of 110.91 feet to a point; thence run North 25 degrees 27 minutes 27 seconds West a distance of 65.48 feet to a point; thence run South 71 degrees 58 minutes 05 seconds West a distance of 196.55 feet to the point of beginning. There is attendant to and a part of this property an access easement fifteen feet in width, the centerline of which is herewith described: Commence at the NW corner of the NW¼ of NE¼ of Section 34, Township 19 South, Range 1 West, Shelby County, Alabama, and run thence Easterly along the North line of said ¼-¼ on a bearing of North 89 degrees 32 minutes 18 seconds East a distance of 277.42 feet to a point; thence run South 33 degrees 55 minutes 38 seconds East a distance of 99.55 feet to a point; thence run North 71 degrees 58 minutes 05 seconds East a distance of 20.0 feet to the point of beginning on centerline of the easement being described; thence run North 18 degrees 01 minutes 55 seconds West a distance of 41.02 feet to a point; thence run South 37 degrees 36 minutes 47 seconds West a distance of 123.37 feet to a point; thence run South 30 degrees 47 minutes 48 seconds West a distance of 90.06 feet to a point; thence run South 44 degrees 23 minutes 46 seconds West a distance of 55.27 feet to a point; thence run South 54 degrees 49 minutes 16 seconds west a distance of 40.43 feet to a point; thence run South 63 degrees 53 minutes 26 seconds West a distance of 55.67 feet to a point; thence run South 68 degrees 33 minutes 35 seconds West a distance of 75.42 feet to the intersection of said centerline of said easement with the Easterly right-of-way line of Shelby County Highway No. 47.
Mineral and mining rights excepted.
Situated in Shelby County, Alabama.

This mortgage is given second and subordinate to that certain mortgage recorded the Probate Office of Shelby County, Alabama in Book 105, page 380, dated December 15, 1986.

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 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

have hereunto set my signature and seal, this 24 day of April, , 19 92.

....(SEAL)
(M. G. Autry, Sr.)

....(SEAL)

....(SEAL)

....(SEAL)

THE STATE of ALABAMA
SHELBY COUNTY }

I, the undersigned , a Notary Public in and for said County, in said State,
hereby certify that M. G. Autry, Sr.

whose name 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 the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24 day of April , 19 92.

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

Return to:

TO

MORTGAGE DEED

04/27/1992-6062
10:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 53.25

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