

This instrument was prepared by

(Name) WALLACE, ELLIS, FOWLER & HEAD, ATTORNEYS AT LAW

(Address) COLUMBIANA, ALABAMA 35051

Form 1-1-22 Rev. 1-68

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Charles R. Apperson and wife, Janise Apperson

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

Welch Enterprises, an Alabama General Partnership

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

of TWO HUNDRED FIVE THOUSAND AND NO/100 -----Dollars  
(\$205,000.00 ), evidenced by one promissory real estate mortgage note executed this 7th day  
of August, 1992, due and payable in accordance with the terms and provisions of said note.

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 R. Apperson and wife, Janise Apperson

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:

PARCEL I:

The Northeast Quarter of the Northwest Quarter of Section 3, Township 22, Range 1  
West, Shelby County, Alabama. Situated in Shelby County, Alabama.

PARCEL II:

The Northwest Quarter of the Northwest Quarter of Section 3, Township 22 South,  
Range 1 West. The West half of Southwest Quarter of Section 34, Township 21, Range  
1 West, except that part deeded to Albert Ingram and described as follows: Beginning  
at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said  
Section 34, Township 21, Range 1 West, thence East 70 yards; thence South to the  
North line of Columbiana Calera Public Road; thence in a Westerly direction along  
the North side of said road to the Section line between Sections 33 and 34; thence  
North along said Section line to the point of beginning, and except all that part  
lying North of the New State Highway No. 25 By Pass in Shelby County, said property  
having been conveyed to John Swint Eades and wife, Nellie Boockholdt Eades by Leslie  
R. Longshore and said deed having been recorded in the Office of the Judge of Probate,  
Shelby County, Alabama, in Deed Book 249, page 465. Situated in Shelby County, Alabama.

PARCEL III:

Also 60 acres off of the West side of the East half of Southwest Quarter of Section 34,  
Township 21, Range 1 West. Less and except that part lying North of the New State  
Highway No. 25 By Pass right-of-way. Situated in Shelby County, Alabama.

SUBJECT TO THE FOLLOWING EXCEPTIONS AND CONDITIONS:

1. All taxes for the year 1992 and subsequent years, not yet due and payable.
2. Right-of-way to Alabama Power Company as setforth in Deed Book 139, page 153,  
as recorded in the Probate Office of Shelby County, Alabama. (Parcel I)
3. Right-of-way to Alabama Power Company as setforth in Deed Book 121, Page 49,  
Deed Book 133, Page 282 and Deed Book 139, Page 154, as recorded in the Probate  
Office of Shelby County, Alabama. (Parcel II)
4. Right-of-way to State of Alabama with limited access right as setforth in Deed  
Book 237, Page 158, Deed Book 237, Page 244, and Deed Book 237, Page 509 in the  
Probate Office of Shelby County, Alabama.
5. Coal, oil, gas and other mineral interests in, to or under the land herein  
described are excepted.

THIS IS A PURCHASE MONEY MORTGAGE.

It is agreed and understood that the mortgagors herein shall have the right at any  
time to prepay all or any part of said above indebtedness, without penalty, by paying  
such amount of the principal plus the accrued interest as of such prepayment date.

Mortgagee agrees to release portions of the hereinabove described property at the rate  
of \$10,000.00 prepayment of principal for each acre to be released. The \$10,000.00  
payment of principal is to be paid over and above the regular amortized monthly payments  
as stated in the promissory note referenced hereinabove. Mortgagors will not be entitled  
to the "one acre release provision" as stated herein for regular, amortized monthly  
payments paid. Mortgagors and mortgagee shall mutually agree on the location of the  
one acre parcels to be released. (CONTINUED ON REVERSE SIDE)

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

Inst # 1992-16389

CRA JA

W NW

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

Charles R. Apperson and wife, Janise Apperson

have hereunto set their signature S and seal, this 7th day of August, 1992

*Charles R. Apperson* (SEAL)  
Charles R. Apperson  
*Janise Apperson* (SEAL)  
Janise Apperson (SEAL)  
(SEAL)

THE STATE of ALABAMA }  
Shelby COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Charles R. Apperson and wife, Janise Apperson

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 7th day of August, 1992

*Carroll H. Jones Jr.* 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

With each \$10,000.00 prepayment of principal the mortgagee agrees that the mortgagors shall have the right to rework the payment schedule of the principal balance owing at the same interest rate with no extension of the payment term.

Only one acre for the house located on the hereinabove described property shall be released. Only one acre for the shop located on the hereinabove described property shall be released. Mortgagors agree to obtain from mortgagee written consent and approval before mortgagors cut any timber on the hereinabove described property. All proceeds derived from the sale of timber shall be applied to the hereinabove described mortgage indebtedness.

Return to:

TO

MORTGAGE DEED

CRA

JA

Inst # 1992-16389

08/07/1992-16389  
01:01 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 317.50

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

Birmingham, Alabama