

STATE OF ALABAMA
SHELBY COUNTY

PURCHASE MONEY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, Brad Reed (hereinafter called "mortgagors", whether one or more) are justly indebted, to L. Douglas Joseph, (hereinafter called "Mortgagee", whether one or more), in the sum of Seven Thousand and No/100 Dollars (\$7,000.00). The Seven Thousand and No/100 Dollars (\$7,000.00) with interest at 8% per annum shall be payable in monthly installments of Ninety Eight and 96/100 Dollars (\$98.96) commencing on September 1, 1992, and continuing for a period of eight (8) years until said sum is paid in full.

And Whereas, Mortgagors agree, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagor, Brad Reed and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagees the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Commence at the SW corner of the SW 1/4 of the SW 1/4 of Section 1, Township 22 South, Range 1 West, and run North along the West line thereof 470.00 feet to the point of beginning; Thence continue along the last described course 841.80 feet; Thence 89 deg. 26 min. 20 sec. right and run East 224.95 feet to the Westerly right of way line of Egg & Butter Road; thence 89 deg. 57 min. 47 sec. right and run Southerly along said right of way line 241.92 feet; Thence 5 deg. 35 min. 18 sec. left and continue along said right of way line 126.52 feet; Thence 3 deg. 18 min. 07 sec. left and continue along said right of way line 457.79 feet; Thence 95 deg. 00 min. 38 sec. left and run 317.53 feet to the point of beginning; being situated in Shelby County, Alabama.

Also, a 60 foot easement, the centerline of which is described as follows: Commence at the SW corner of the SW 1/4 of the SW 1/4 of Section 1, Township 22 South, Range 1 West, and run North along the West line thereof 800.64 feet to the point of beginning; Thence 76 deg. 49 min. 45 sec. right and run 139.18 feet; Thence 33 deg. 36 min. 42 sec. left and run 70.93 feet; Thence 25 deg. 18 min. left and run 68.52 feet; Thence 39 deg. 35 min. 46 sec. right and run 34.41 feet to the Westerly right of way line of Egg & Butter Road, and the point of ending of said easement; being situated in Shelby County, Alabama.

Inst # 1992-18063

Wm Powers

This conveyance is subject to easement and restrictions of record.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and to further secure the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally on said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; all amounts so expended by said Mortgagee for taxes, 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.

On 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 thereupon, 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 thereupon, 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 encumbrance thereupon, which endangers 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 against this mortgage by 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, see 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 encumbrance, with interest thereupon; 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

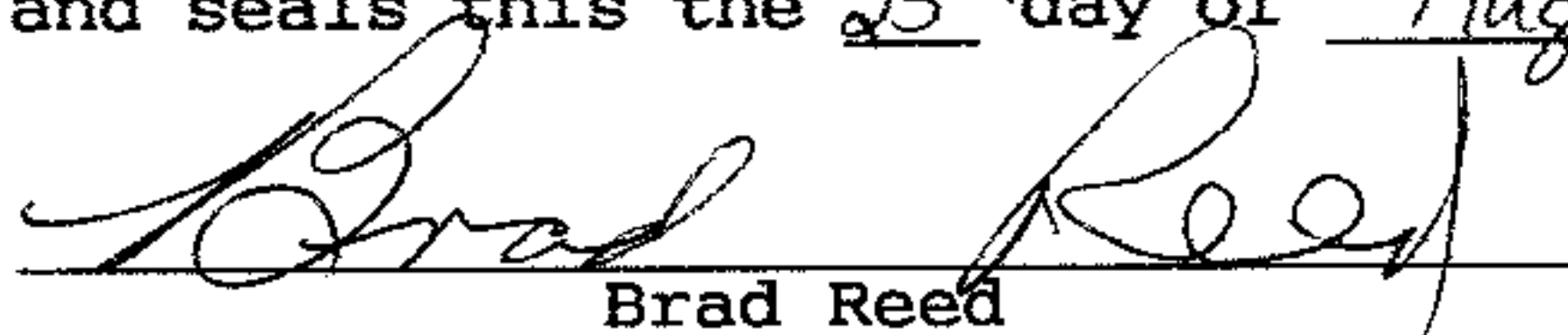
assigns, for the foreclosure of this mortgage in chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

And to further secure the payment of said indebtedness, if the Mortgagor, his heirs, or assigns sells, conveys, or gifts the above property before this mortgage is fully paid and satisfied, the principal balance remaining shall become immediately due and owing. The Mortgagee may demand immediate payment of the outstanding principal balance of this mortgage. The Mortgagor must notify the Mortgagee ten (10) days prior to any sale, conveyance, or gifting of the above property. Any sale, conveyance, or gift of said property outside the terms of this clause shall result in the Mortgagor being default of this mortgage and the whole of the remaining indebtedness hereby secured shall at once become due and payable, and against this mortgage by 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, see 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 encumbrance, with interest thereupon; 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 the event that the above foreclosure proceedings are employed, the Mortgagor agree to remain personally liable to the Mortgagee for any balance owed on this mortgage not completely covered by the sale of said property as outlined above.

The Mortgagor may prepay this mortgage without penalty. Upon request by the Mortgagor, the Mortgagee shall, within ten (10) days, supply the Mortgagor with a pay-off amount equal to the principal balance due on the next following payment date. The Mortgagor shall then have until the next payment date to tender the principal balance to the Mortgagee in full satisfaction of this mortgage.

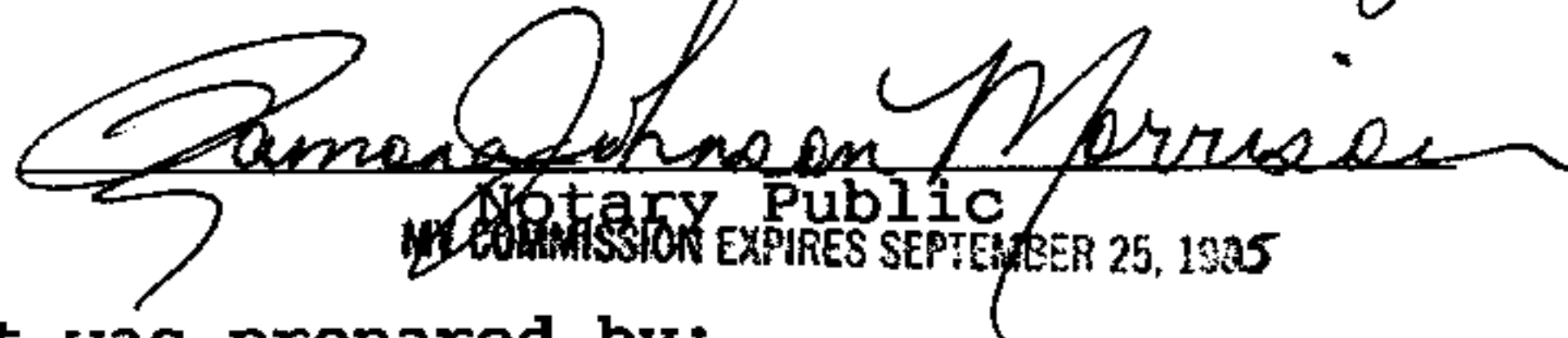
IN WITNESS WHEREOF the undersigned, Brad Reed has hereunto set his signatures and seals this the 25th day of August, 1992.


Brad Reed

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said county in the State of Alabama, hereby certify that Brad Reed, 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 this the 25th day of August, 1992.


Notary Public
MY COMMISSION EXPIRES SEPTEMBER 25, 1995

This instrument was prepared by:
William P. Powers, Esq.
P.O. Box 1626
Columbiana, AL 35051
(205) 669-9620

Inst # 1992-18063

08/25/1992-18063
03:40 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 24.50