

STATE OF ALABAMA)
JEFFERSON COUNTY)

REAL ESTATE MORTGAGE

Know All Men by These Presents, that whereas the undersigned WEATHERLY ENTERPRISES, INC. by and through its president by Steven E. Chambers, its president, (hereinafter known as "Mortgagor") who is justly indebted to WEATHERLY FIDELITY CORPORATION (hereinafter known as "Mortgagee") in the sum of One hundred fifty thousand (\$150,000.00) evidenced by its promissory note in the same amount and dated the same day of this mortgage and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due, or before if desired to be paid off early.

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, mortgagors do, or does, hereby grant, bargain, sell and convey unto the said mortgagee, the following described real property situated in Shelby County, Alabama, to wit:

See Exhibit "A" for legal description attached hereto.

This mortgage is not assumeable except with the written consent of the mortgagee.

THIS LOAN IS PAYABLE IN FULL ON AUGUST 18, 1994. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND ANY UNPAID INTEREST THEN DUE. THE MORTGAGEE IS UNDER NO OBLIGATION TO REFINANCE THIS LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU OWN OR YOU WILL HAVE TO FIND A LENDER WHO WILL BE WILLING TO LEND YOU THE MONEY.

To Have and To Hold the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee 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 should said indebtedness hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said

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County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

The Mortgagor will provide proof to the Mortgagee by December 31 of each year that taxes and insurance in the amount of the principal balance have been paid.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 18th day of August 1993.

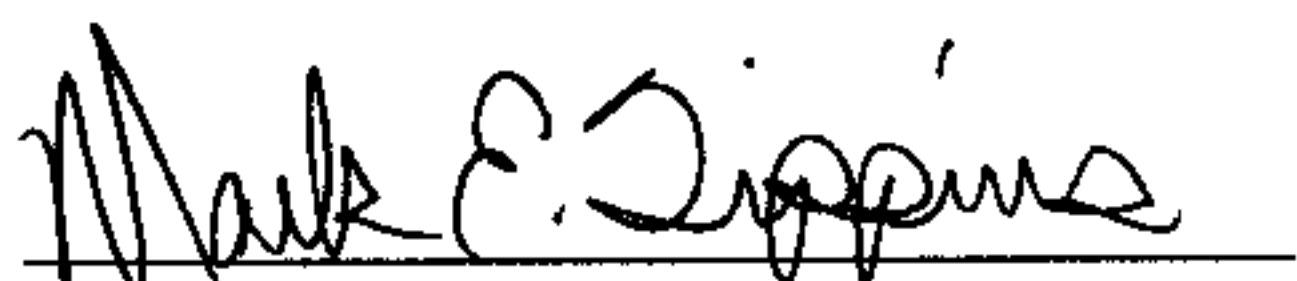


by : STEVEN E. CHAMBERS as president of Weatherly Enterprises, Inc.

State of Alabama)
Jefferson County)

On this 18th day of AUGUST 1993, I, the undersigned, a Notary Public in and for said state and county hereby certify that STEVEN E. CHAMBERS, as president of WEATHERLY ENTERPRISES, INC. whose name is signed to the foregoing conveyance and who is known to me, and is duly authorized as president of Weatherly Enterprises, Inc, to sign this instrument for and as the act of the corporation acknowledged before me that, being informed of the contents of the conveyance, he executed the same voluntarily as the act of the corporation and the general partnership on the day the same bears date.

Given under my hand and seal of office this the 18th day of August 1993.



Notary Public

My commission expires 7-23-1997.

Prepared by: Mark Tippins 14 Office Park Circle #105 Birmingham, Al. 35223.

EXHIBIT "A"

Parcel 1:

A parcel of land situated in Section 21 and of Section 29, Township 20 South, Range 2 West in Shelby County, Alabama and being more particularly described as follows:

Property Description

Commence at the NE corner of Section 29, Township 20 South, Range 2 West; thence S 00deg.-19min.-20sec. W and along the East line of said section a distance of 650.72' to the Point of Beginning of the parcel herein described; thence continue along the last described course a distance of 249.28'; thence S 36deg.47min.-49sec. W a distance of 4079.11'. thence N 24deg.-11min.-58sec. W a distance of 1389.52" to the southerly boundary line of WEATHERLY SECTOR 2 PHASE 2 as recorded in Map Book 14, page 73 A, B & C in the office of the Judge of Probate in Shelby County, Alabama; thence northeasterly along the southeasterly boundary of said subdivision on a bearing of N 33deg.19min.-08sec. E a distance of 340.00'; thence N 56deg.-19min.-08sec. E a distance of 125.00'; thence N 28deg.-49min.-08sec. E a distance 175.00'; thence N 43deg.-19min.-08sec. E a distance of 157.00'; thence N 36deg.-49min.08sec. E a distance of 265.00'; thence N 40deg.-19min.08sec. E a distance of 310.00'; thence N 34deg.-19min.08sec. E a distance of 285.00'; thence N 28deg-10min.41sec. E a distance of 335.20'; thence N 40deg.-15min-16sec. E a distance of 345.00'; thence N 47deg.-45min.16sec. E a distance of 200.00'; thence N 41deg.-15min.-27sec. E a distance of 205.00'; thence N 28deg.-47min.28sec. E a distance of 406.09' to the common corner between said WEATHERLY SECOTOR 2 PHASE 2, as recorded in Map Book 14 page 73 A, B & C, in the office of Probate of Shelby County Alabama, and WEATHERLY SUBDIVISION as recorded in Map Book 13, page 1 in the office of the Judge of Probate in Shelby County, Alabama; thence continue northeasterly along the easterly boundary of said subdivision on a bearing of N 19deg.-50min.-00sec. E a distance of 571.16'; thence N 27deg.-18min.-57sec. E a distance of 13.54'; to the southwesterly corner WEATHERLY KING'S CREST SECTOR 3 PHASE 2 as recorded in Map Book 16 page 141 in the office of the Judge of Probate in Shelby County, Alabama; thence S 49deg.-35min.-40sec. E and along southerly boundary a distance of 1249.04' to the point of beginning.

Said parcel contains 111.05 acres more or less.

Parcel 2:

Property Description

All that part of the S.W. 1/4 and the W. 1/2 of the S.E. 1/4 lying easterly of the east line of Weatherly Kings Crest Sector 3, Phase 1 as recorded in Map Book 16, page 140 in the Office of the Judge of Probate in Shelby County, Alabama.

Parcel 3:

Property Description

Begin at the SE Corner of Section 29, Township 20 South, Range 2 West and run N 0deg.19'20" E along the East line of said section, 4774.72'; thence run S 36deg. 47'49" W, 5697.64'; thence run S 82deg37'06" E, 736.01' to the SE Corner of the SW 1/4 of Section 29, Township 20 South, Range 2 West; thence run S 87deg27'51" E, 2658.63' to the Point of Beginning. Containing 187.53 Acres, more or less.

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