

This instrument was prepared by

(Name) Wallace, Ellis, Fowler & Head

(Address) Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

R. Glenn Faulkner

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

Loudell Walker Gay, Robert Walker Hodgkins and the Estate
of Jack C. Hodgkins, deceased, Shelby County Probate Case #29-001

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

Dollars

of NINETEEN THOUSAND AND NO/100

(\$19,000.00), evidenced by one promissory Real Estate Mortgage Note in the

amount of \$19,000.00, together with interest upon the unpaid portion thereof
from date at the rate of 7% per annum, in monthly installments of \$376.23,
payable on the 5th day of each month after date, commencing Dec. 5, 1993,
until said sum is paid in full.

Inst # 1993-36799

11/18/1993-36799

04:07 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 MCB

39.50

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,

R. Glenn Faulkner

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:

From the SW corner of the SE 1/4 of the SE 1/4, Section 20,
Township 18 South, Range 1 East, Shelby County, Alabama, as
beginning point, run Northerly along the West 1/4-1/4 line
1043.15 feet to the South right of way line of existing
county paved road no. 45; thence deflect right along said
right of way line 118 deg. 23 min. 52 sec. for 960.64 feet
to the beginning of a curve concave left, having a central
angle of 41 deg. 55 min. 30 sec. with a radius of 622.10
feet; thence continue along the arc of said curve 455.20
feet to the East 1/4 1/4 line; thence run in a Southerly
direction along said East 1/4 1/4 line 484.08 feet to the
SE 1/4 1/4 corner; thence deflect right 86 deg. 58 min. 06
sec. and run Westerly along the South 1/4 1/4 line 1278.51
feet, back to the beginning point. Situated in Shelby
County, Alabama.

SUBJECT TO:

- (1) Taxes for 1994 and subsequent years. 1994 ad valorem
taxes are a lien but not due and payable until October 1,
1994.
- (2) Transmission line permits to Alabama Power Company as
recorded in Deed Book 129, page 409; Deed Book 190, page
292; Deed Book 218, page 364; and Deed Book 218, page 359,
in Probate Office.
- (3) Right of way to C & W Railway Co. as recorded in Deed
Book 8, page 514, in Probate Office.
- (4) Possible overlap over West side as shown on drawing
dated September 24, 1993. (between fence and West boundary
thereof).

Mortgagor shall have the right to prepay, at any time, all or any part
of the above stated indebtedness, without penalty, by paying such amount
of prepayment plus the accrued interest as of such prepayment date.
In the event the mortgagor fails to pay an installment within 10 days of
the due date, he shall be assessed a late charge in the amount of \$25.00.

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 17 day of NOV, 19 93
.....
..... (R. Glenn Faulkner) (SEAL)
..... (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 R. Glenn Faulkner

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 17th day of November, 19 93.
.....
..... 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

Inst # 1993-36799
11/18/1993-36799
04:07 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

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