This instrument was prepared by

(Name) Courtney Mason & Associates, P.C.

(Address) 100 Concourse Parkway, Suite 350, Birmingham, Alabama 35244

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Don W. Thornton and wife, Charolotte M. Thornton

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

Tessie Jo Brock

(hereinafter called "Mortgagee", whether one or more), in the sum of THREE HUNDRED NINETY FOUR THOUSAND ONE HUNDRED SIXTY AND NO/100THS-------------- **Dollars ($** 394,160.00 **), evidenced by** a promissory note of even date.

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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,

Don W. Thornton and wife, Charolotte M. Thornton

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:**

See legal description attached as Exhibit "A"

Mortgagee agrees to deed to mortgagor one acre of mortgagors choice free and clear for mortgagors home site after first annual payment is made. First payment may be made anytime within a year from closing. Said acre will be accessed by existing access road and will not be contiguous to existing lake. Mortgagee will guarantee access easement from highway 41 to acre homesite in the event of foreclosure or if required by lending institution. Said easement to be at a mutually agree location.

Should mortgagor decided to divide and sell off portions of the property mortgagee agrees to release said divisions form the mortgage for Nine Thousand Dollars ($9,000.00) per acre with a minimum of five (5) contiguous acres per release. Payments for said releases will be in addition to existing annual payments and will only reduce balance due.

Mortgagor agrees to provide Mortgagee with a copy of a paid receipt of the property taxes every year prior to January 1.

The proceeds of this loan have been applied to the purchase price of the herein described property.

This loan is not assumable.

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 signature and seal, this 28th day of March , 19 94

D. W. Thornton ....(SEAL)
Don W. Thornton

..........(SEAL)

Charlotte M. Thornton ....(SEAL)
Charolotte M. Thornton

..........(SEAL)

THE STATE of Alabama
Shelby COUNTY

I, the undersigned , a Notary Public in and for said County, in said State,

hereby certify that Don W. Thornton and wife, Charolotte M. Thornton

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 is executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of March , 19 94

Notary Public.

COURTNEY H. MASON, JR.
MY COMMISSION EXPIRES
3-5-95

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

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

EXHIBIT "A"

Begin at the SW corner of the SW 1/4 of the SW 1/4 of Section 16, Township 19, Range 1 West, Shelby County, Alabama, and run east along the south line thereof 1326.11 feet, to the SE corner of said 1/4 1/4 thence turn left 89 deg. 04 min. 53 sec. and run north along the east line of said 1/4 1/4 1200.94 feet; thence turn left 90 deg. 39 min. 26 sec. and run westerly for 339.36 feet; thence turn right 128 deg. 30 min. 37 sec. and run northeasterly 295.87 feet; thence turn left 2 deg. 43 min. 57 sec. and continue northeasterly 274.26 feet, to a point on the east line of the NW 1/4 of the SW 1/4 of said section 16; thence turn left 35 deg. 07 min. 13 sec. and run north along the last said 1/4 1/4 line 76.26 feet, to the southwesterly right of way of Brock Drive; thence turn left 64 deg. 08 min. 44 sec. and run northwesterly along said right of way 70.95 feet, to a curve to the left, having a radius of 25.00 feet, a central angle of 62 deg. 21 min. 41 sec; thence run along the arc of said curve 27.21 feet, to a point on the southerly right of way of County Road No. 41; thence continue tangent along a curve to the right on last said right of way, having a radius of 2499.16 feet, a central angle of 10 deg. 24 min. 32 sec. for an arc length of 454.02 feet; thence continue along said right of way 1680.96 feet; thence turn left 75 deg. 59 min. 21 sec. and run southeasterly 833.01 feet to a point on the south line of Section 17 of said township and range; thence turn left 78 deg. 55 min. 04 sec. and run easterly along said section line 486.30 feet, to the point of beginning; being situated in Shelby County, Alabama.

Less and except that portion lying within a public right-of-way.

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