THIS INSTRUMENT WAS PREPARED BY:

Daniel M. Spitler, Attorney
1840 Chandcroft Circle
Pelham, Alabama 35124

Inst # 1994-15651

MORTGAGE

STATE OF ALABAMA)
COUNTY OF SHELBY) **KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

William Archie Phillips, Jr., a married man, AND WIFE SHARON PHILLIPS

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

George Cocoris, an unmarried man,

(hereinafter called "Mortgagee", whether one or more) in the sum of **One Hundred Seventy Thousand Dollars ($170,000.00),** evidenced by note of same date.

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, **William Archie Phillips, Jr.,** 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, Alabama, to-wit:

Part of the SE1/4 of the NW1/4, the SW1/4 of the NE1/4, the West 1/2 of the SE1/4 of the NE1/4, part of the NE1/4 of the NE1/4 and part of the NW 1/4 of the NE1/4 of Section 3, Township 22 South, Range 2 West, described as follows:

Beginning at the NE corner of the SW1/4 of the NE1/4 of said Section 3 go South 01 deg. 47 min. 53 sec. East along the East boundary of said 1/4-1/4 section for 37.41 feet; thence South 70 deg. 51 min. 08 sec. East for 66.72 feet; thence North 29 deg. 06 min. 00 sec. East for 211.59 feet to the South boundary of Shelby County Highway No. 42; thence South 66 deg. 28 min. 42 sec. East along said South boundary for 391.70 feet to the beginning of a curve to the left having a central angle of 02 deg. 32 min. 18 sec. and a radius of 2902.82 feet; thence Southeasterly along said curve for 128.60 feet to the East boundary of the West 1/2 of the SE1/4 of the NE1/4 of said Section 3; thence South 02 deg. 27 min. 00 sec. East along said East boundary for 1265.38 feet to the SE corner of the West 1/2 of the SE1/4 of the NE1/4 of said Section 3; thence North 89 deg. 03 min. 30 sec. West along the South boundary of said West 1/2 of the SE1/4 of the NE1/4 for 652.31 feet to the SE corner of the SW 1/4 of the NE 1/4 of said Section 3; thence North 88 deg. 56 min. 21 sec. West along the South boundaries of the SW1/4 of the NE1/4 and the SE1/4 of the NW1/4 of said Section 3, for 2545.92 feet to the SW corner of the SE1/4 of the NW1/4 of said Section 3; thence North 03 deg. 05 min. 09 sec. West along the West boundary of said 1/4-1/4 section for 1329.45 feet to the NW corner of said 1/4-1/4 section; thence South 89 deg. 04 min. 10 sec. East along the North boundaries of the SE1/4 of the NW1/4 and the SW1/4 of the NE1/4 of said Section 3 for 2386.97 feet; thence

05/13/1994-15651
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North 22 deg. 17 min. 24 sec. East for 252.16 feet to the South boundary of Shelby County highway No. 42; thence South 66 deg. 28 min. 42 sec. East along said South boundary for 16.00 feet; thence South 12 deg. 31 min. 41 sec. West for 233.09 feet to the North boundary of the SW1/4 of the NE1/4 of said Section 3; thence South 89 deg. 04 min. 10 sec. East along said North boundary for 123.52 feet to the point of beginning; being situated in Shelby County, Alabama.

Subject to:

Any loss, claim, damage or expense including additional tax due, if any, due to the fact that ad valorem taxes for subject property have been paid under a current use assessment. (See 1975 Code of Alabama Sec. 40-7-25.3).

Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 141, Page 413 in Probate Office.

Right(s)-of-Way(s) granted to Shelby County by instrument(s) recorded in Deed 239, Page 842 in Probate Office.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed 100, Page 310 in Probate Office.

Property line agreement by and between George Cocoris and Charles and Susan Poskey dated September 20, 1993 and recorded as Instrument #1993-30318.

The legal description set out herein was furnished to preparer by the Mortgagor herein without the benefit of survey.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

This property is not the homestead of the mortgagor.

This mortgage does not include the merchantable pine timer. The merchantable pine timer was conveyed immediately prior to mortgagors purchse of this real property. The owner of the pine timber has one year to remove the merchantable pine timber.

The real estate mortgage note, secured with this mortgage, has prepayment limitations and restrictions. No more than $30,000.00 principal, in addition to the regular monthly payments, may be made in any calendar year starting in 1995.

The pine timber is not included in the mortgage and mortgagor or his assigns and/or successor has one year from date to remove said pine timber.

Mortgagor and/or his successor may not cut any hardwood unless the mortgagee gives prior written approval of specific trees to be cut. All proceeds from the sale of any hardwood trees shall be applied to the principal reduction of the real estate mortgage note and shall not be applied to any monthly installments, nor shall any hardwood timber sales proceeds exceed the $30,000.00 prepayment allowance set our hereinabove.

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 fails to keep said property insured as above specified, or fails to deliver said insurance policies to 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 Mortgagees 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 Mortgage 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 proper 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 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 part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned **William Archie Phillips, Jr., a married man,** has hereunto set his hand and seal this 13th day of May, 1994.

William Archie Phillips Jr.

William Archie Phillips, Jr.

Sharon Phillips

SHARON PHILLIPS

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **William Archie Phillips, Jr., a married man** AND WIFE SHARON PHILLIPS 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 13th day of May, 1994.

1/8/98

My Commission Expires

Notary Public

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Inst # 1994-15651

05/13/1994-15651
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