This instrument was prepared by

(Name) WALLACE, ELLIS, FOWLER & HEAD, ATTORNEYS AT LAW

(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,

Scott A. Hodge, a single man

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

Florence G. Grant

(hereinafter called "Mortgagee", whether one or more), in the sum of EIGHTY-ONE THOUSAND FIVE HUNDRED AND NO/100 ---------------------------------- Dollars ($ 81,500.00), evidenced by one promissory real estate mortgage note executed this 16th day of May, 1994, due and payable in accordance with the terms and provisions of said note.

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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,

Scott A. Hodge, a single man

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:

The W 1/2 of the SE 1/4 of the SE 1/4 of Section 23, Township 20 South, Range 2 West, Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS I AND II:

PARCEL I:
The W 1/2 of the SE 1/4 of the SE 1/4 of Section 23, Township 20 South, Range 2 West, lying South of a road, described as follows: Begin at the SW corner of the SE 1/4 of the SE 1/4 of Section 23, Township 20 South, Range 2 West; thence run North along the West line of said 1/4-1/4 Section a distance of 493.00 feet to the South margin of a road; thence turn an angle of 67 degrees 27 minutes to the right and run along the South margin of said road a distance of 169.65 feet; thence turn an angle of 2 degrees 57 minutes to the left and run along South margin of said road a distance of 186.34 feet; thence turn an angle of 19 degrees 36 minutes 48 seconds to the right and run along South margin of said road a distance of 342.28 feet to the East line of the W 1/2 of the SE 1/4 of the SE 1/4 of said Section; thence turn an angle of 95 degrees 55 minutes 29 seconds to the right and run South along the East line of the W 1/2 of the SE 1/4 of the SE 1/4 a distance of 691.86 feet to the South line of said 1/4-1/4 Section; thence turn an angle of 91 degrees 33 minutes 13 seconds to the right and run West along the South line of said 1/4-1/4 Section a distance of 665.14 feet to the point of beginning.

PARCEL II:
Beginning at the NW corner of the SE 1/4 of the SE 1/4 of Section 23, Township 20 South, Range 2 West Shelby County, Alabama; thence Southerly along the West line of said SE 1/4 of the SE 1/4, 261.58 feet to a point; thence 90 degrees to the left 56.33 feet to a point on the North edge of a small dirt road that circles a 3 acres (more or less) lake; thence 24 degrees 54 minutes to the left 98.10 feet to a point; thence 20 degrees 58 minutes to the right 73.29 feet to a point; thence 16 degrees 56 minutes to the left 146.75 feet to a point; thence 16 degrees 30 minutes to the left 92.44 feet to a point; thence 2 degrees to the right 154.13 feet to a point on the North line of the SE 1/4 of the SE 1/4 of Section 23; thence 142 degrees 54 minutes 08 seconds to the left 554.60 feet to the point of beginning.
THIS IS A PURCHASE MONEY MORTGAGE.

It is agreed and understood that the mortgagor herein shall have the right at any time to prepay all or any part of said above indebtedness, without penalty, by paying such amount of principal plus the accrued interest as of such prepayment date.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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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

Scott A. Hodge

have hereunto set his signature and seal, this 16TH day of May, 1994

Scott A. Hodge ....(SEAL)
Scott A. Hodge

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

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

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

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Scott A. Hodge, a single man

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 16th day of May, 1994

[signature] 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

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