

This instrument was prepared by

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Form 1-1-82 Rev. 1-86

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Charles E. White, Jr. and wife, Patti H. White

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Clyde M. Wyatt, a married man

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

of THIRTY THOUSAND FIVE HUNDRED TWENTY-FIVE AND NO/100----- Dollars  
(\$ 30,525.00 ), evidenced by our note of even date herewith, payable according to the  
terms and conditions as set forth therein, with a final payment to be due and  
payable on January 20, 2001, if not sooner paid.

Inst # 1994-23132

07/22/1994-23132  
01:04 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 59.40

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, Charles E. White, Jr. and wife,  
Patti H. White

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 Exhibit "A" attached hereto and made a part hereof as if set forth in  
full herein for the complete legal description of the property being conveyed  
by this instrument.

Mortgagors agree to provide Mortgagee with a copy of a paid receipt of the  
property taxes every year prior to October 1.

This mortgage obligation cannot be assumed without the prior approval by the  
mortgage holder. Said approval must be obtained in writing prior to the  
assumption of this mortgage. If the property which is the subject of this  
mortgage and note executed simultaneously herewith is transferred without the  
mortgage holder's prior approval as specified above, the mortgagee has the  
option to declare the entire balance of the indebtedness due and payable. THE  
MORTGAGEE MAY CHOOSE NOT TO ALLOW THIS LOAN TO BE ASSUMED.

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

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 Charles E. White, Jr. and wife, Patti H. White

have hereunto set our signatures and seals this

20th day of July, 19 94.

*Charles E. White, Jr.* (SEAL)  
Charles E. White, Jr.  
*Patti H. White* (SEAL)  
Patti H. White (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 Charles E. White, Jr. and wife, Patti H. White

whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of July, 19 94.  
My Commission Expires: Notary Public.

THE STATE of COURTNEY H. MASON  
COUNTY MY COMMISSION EXPIRES 3-5-95

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 Guaranty Division  
TITLE INSURANCE - ABSTRACTS  
Birmingham, Alabama

Exhibit A

A parcel of land located in the SE 1\4 of the NW 1\4 and the SW 1\4 of the NE 1\4 of Section 9, Township 20 South, Range 2 East, Shelby County, Alabama described as follows:

Commence at a corner in place accepted as the Northeast corner of the SW 1\4 of the NE 1\4 of section 9, Township 20 South, Range 2 East, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed North 86 deg. 31 min. 59 sec. West along the North boundary of said 1\4 1\4 section and along the North Boundary of the SE 1\4 of the NW 1\4 for a distance of 1597.78 feet; thence proceed South 02 deg. 49 min. 47 sec. East for a distance of 477.33 feet to a corner in place; thence proceed South 06 deg. 22 min. 32 sec. East for a distance of 210.10 feet to a corner in place being located on the Northerly boundary of a Shelby County dirt road; thence proceed North 87 deg. 28 min. 58 sec. East along the Northerly boundary of said road for a distance of 404.23 feet; thence proceed North 80 deg. 09 min. 00 sec. East along the Northerly boundary of said road for a distance of 197.95 feet; thence proceed north 67 deg. 37 min. 22 sec. East along the Northerly boundary of said road for a distance of 369.69 feet; thence proceed north 85 deg. 09 min. 53 sec. East along the Northerly boundary of said road for a distance of 564.29 feet to a corner in place; thence proceed North 03 deg. 22 min. 36 sec. East for distance of 339.31 feet to a point of beginning.

The above described land is located in the SW 1\4 of the NE 1\4 and the SE 1\4 of the NW 1\4 of Section 9, Township 20 South, Range 2 East, Shelby County, Alabama.

All being situated in Shelby County, Alabama.

*D.W.  
C.A.W.*

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