

This instrument was prepared by

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

(Address) COLUMBIANA, ALABAMA 35051

Form 1-1-78 Rev. 1-66

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

John R. Sweeney, Jr. and wife, Donna S. Sweeney

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

Dewey V. Glass and Gregory B. Glass

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

of SIXTY-FOUR THOUSAND AND NO/100 ----- Dollars
(\$ 64,000.00), evidenced by one promissory real estate mortgage note executed this 6th day
of September , 1994, due and payable in accordance with the terms and provisions of said
note.

Inst # 1994-27353

09/06/1994-27353
10:54 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 NC3 100.00

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,

John R. Sweeney, Jr. and wife, Donna S. Sweeney

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:

Beginning at the northwest corner of the NE 1/4 of the SW 1/4 of Section 28,
Township 21 South, Range 1 West, Shelby County, Alabama and run thence North 90
deg. 00 min. 00 sec. East along the north line of said quarter-quarter section a
distance of 1,104.62' to a point in the centerline of Waxahatchee Creek; thence
run South 54 deg. 41 min. 14 sec. East along said centerline of said creek 36.01'
to a point; thence run South 58 deg. 00 min. 45 sec. East along said centerline of
said creek 99.31' to a point; thence run South 55 deg. 27 min. 42 sec. East along
said centerline of said creek 108.59' to a point; thence run South 43 deg. 40 min.
00 sec. East along said centerline of said creek 118.20' to a point; thence run
South 52 deg. 27 min. 36 sec. East along said centerline of said creek 82.46' to a
point; thence run South 41 deg. 04 min. 29 sec. East along said centerline of said
creek 106.11' to a point; thence run South 41 deg. 50 min. 03 sec. East along said
centerline of said creek 131.74' to a point; thence run South 49 deg. 19 min. 07
sec. East along said centerline of said creek 74.02' to a point; thence run South
29 deg. 05 min. 52 sec. West a distance of 793.66' to a point; thence run North 90
deg. 00 min. 00 sec. West a distance of 1,270.77' to a point on the easterly right
of way line of Dusty Hollow Road; thence run North 23 deg. 31 min. 13 sec. West
along the easterly right of way line of said road a distance of 96.46' to a point
on the west line of said NE 1/4 of the SW 1/4 of Section 28; thence run North 1
deg. 23 min. 39 sec. East along said quarter-quarter line a distance of 1,102.52'
to the point of beginning; being situated in Shelby County, Alabama.

SUBJECT TO THE FOLLOWING EXCEPTIONS AND CONDITIONS:

1. General and special taxes or assessments for 1994 and subsequent years not
yet due and payable.
2. Transmission Line Permit to Alabama Power Company as shown by instrument
recorded in Deed 130 page 225 in Probate Office.
3. Right-of-Way granted to South Central Bell by instrument recorded in Deed 348
page 435 in Probate Office.

THIS IS A PURCHASE MONEY MORTGAGE.

It is agreed and understood that the mortgagors 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.

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 Mortgagee 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

John R. Sweeney, Jr. and wife, Donna S. Sweeney

have hereunto set their signature and seal, this 6th day of September, 1994

John R. Sweeney, Jr. (SEAL)
Donna S. Sweeney (SEAL)
Donna S. Sweeney (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 John R. Sweeney, Jr. and wife, Donna S. Sweeney

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 6th day of September, 1994

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 # 1994-27353
09/06/1994-27353
10:54 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCB 100.00

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