

This instrument was prepared by

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

(Address) COLUMBIANA, ALABAMA 35051

Form 1-1-82 Rev. 1-88

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Bobby G. Davis and wife, Tammy Marie Davis

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

Michael Kelley

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

of THIRTY-SEVEN THOUSAND AND NO/100 ----- Dollars
(\$ 37,000.00), evidenced by one promissory real estate mortgage note executed this 13th
day of September, 1994, due and payable in accordance with the terms and provisions of
said note.

Inst # 1994-28111

09/14/1994-28111
08:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE, WED 68.50

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,

Bobby G. Davis and wife, Tammy Marie Davis

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:

Begin at the SW corner of the SW 1/4 of the NE 1/4 of Section 32, Township 21
South, Range 1 West; thence run North along the West line of said 1/4-1/4 for
94.76 feet; thence turn right 61 degrees 02 minutes 36 seconds right and run
Northeast 239.80 feet; thence turn right 118 degrees 58 minutes 02 seconds right
and run South 203.22 feet to a point on the South line of said 1/4-1/4; thence
turn right 87 degrees 54 minutes 18 seconds and run West along said South 1/4-1/4
line 209.92 feet to the point of beginning. According to survey of Amos Cory,
RLS#10550, dated June 29, 1994. Situated in Shelby County, Alabama.

This is a wrap around mortgage. There is an existing first mortgage from Michael
Kelley to First National Bank of Columbiana, dated May 8, 1991, recorded in Real Book
342, Page 752, in the Probate Office of Shelby County, Alabama. The mortgagee herein,
Michael Kelley, is responsible for making all payments under the first mortgage to
First National Bank of Columbiana. In the event this first mortgage becomes delinquent,
mortgagors herein have the right to make the first mortgage payment directly to First
National Bank of Columbiana and receive credit for the amount of said payment toward
the mortgage payment due under the promissory note of even date herewith, secured by
this wrap-around mortgage. In the event the first mortgage is called or foreclosure
proceedings are initiated by First National Bank of Columbiana, mortgagors herein
have the right to pay, redeem or take any other action in said first mortgage and
shall receive full credit on this mortgage for the amount of payments made and any
necessary and/or reasonable expenses incurred.

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.

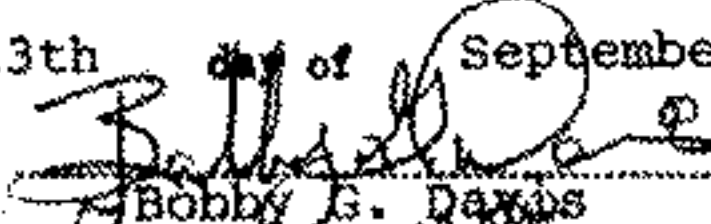
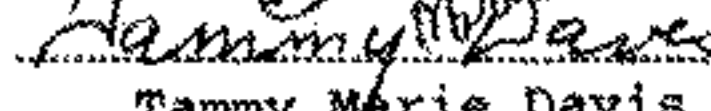
To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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 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

Bobby G. Davis and wife, Tammy Marie Davis

have hereunto set their signatures and seal, this 13th day of September, 1994

 (SEAL)
Bobby G. Davis
 (SEAL)
Tammy Marie Davis
..... (SEAL)
..... (SEAL)

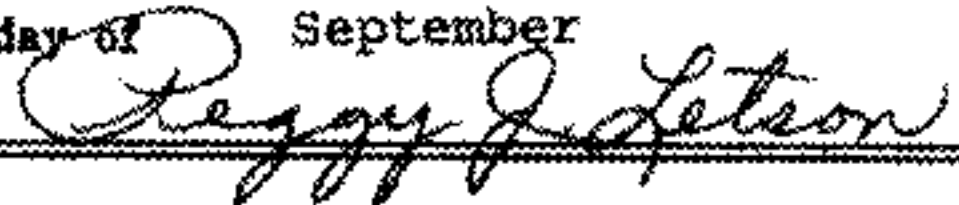
THE STATE of ALABAMA

SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Bobby G. Davis and wife, Tammy Marie Davis

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 13th day of September, 1994

 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

Inst # 1994-28111

09/14/1994-28111
08:16 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
DOE NCO 68.50

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

Birmingham, Alabama