This instrument was prepared by

(Name) WALLACE, ELLIS, FOWLER & HEAD

(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,

Patrick A. Bennett and wife, Teresa A. Bennett

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

Sidney M. Bird, Sr.

(hereinafter called "Mortgagee", whether one or more), in the sum of Forty-nine thousand and no/100 -- Dollars ($49,000.00), evidenced by promissory note of this date with eight percent (8%) per annum interest due thereon, and payable at the rate of $300.00 per month for the first seven payments, the first of which is due and payable on October 1, 1994 and six (6) like payments due and payable on the 1st day of each consecutive month thereafter at $300.00 each, and thereafter, payments in the amount of $500.00 per month due on the 1st day of each consecutive month until said sum is paid in full.

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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,

Patrick A. Bennett and wife, Teresa A. Bennett

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:
Commence at the SW corner of the SE ¼ of the NE¼ of Section 12, Township 24 North, Range 15 East; thence run North along the West line thereof for 419.1 feet; thence 42 degrees 54 minutes right run Northeasterly along the Northwesterly R/W of Fish Camp Drive for 204.38 feet to the Point of beginning: thence continue last described course for 265.02 feet to Lay Lake; thence 144 degrees 03 minutes left run along said lake for 55.03 feet; thence 40 degrees 47 minutes 50 seconds left run Southwesterly for 86.51 feet; thence 4 degrees 51 minutes right run Southwesterly for 76.0 feet; thence 23 degrees 13 minutes 30 seconds left run 63.41 feet to the Point of Beginning. Being a part of Block 2 of Glasscock's Spring Creek Subdivision as recorded in Map Book 4, Page 23 in the Probate Office of Shelby County, Alabama.
THIS IS A PURCHASE MONEY MORTGAGE.

It is understood and agreed that there are two mortgages outstanding on subject property as follows: Mortgage from George M. Bird to Central State Bank, dated January 22, 1991 and recorded in Real Book 326, Page 548, in Probate Office of Shelby County, Alabama, and mortgage from George M. Bird to Central State Bank, dated July 27, 1992 and recorded as Instrument No. 1992-15881, in said Probate Office.

The said mortgagee herein, Sidney M. Bird, Sr. shall be responsible for paying the above mortgages to Central State Bank as the same become due and keeping the same at all times current and fully paid. In the event either one or both of said mortgages shall be in arrearage at any time, mortgagors herein shall have the right to pay any and all monthly payments or payments of principal under this mortgage to Central State Bank, or its assignee or the then holder of said mortgages until said mortgages are paid in full.

Mortgagors shall have the right to prepay all or any part of the indebtedness secured hereby at any time without penalty or unearned interest. It is further understood and agreed by mortgagee that any prepayment made by mortgagors up to a total of $10,000 shall be credited against the balance of principal due on this mortgage at double or twice the amount actually prepaid. It is further understood and agreed that in the event mortgagee herein, Sidney M. Bird, Sr., shall die prior to the payment in full of this mortgage and the note which the same secures, one-half of the remaining debt or principal shall be considered paid in full, cancelled, nullified and held for naught, and the remaining one-half of any principal due at the time of the said mortgagee's death shall be due and owing in full payment and satisfaction of this mortgage, or, at the option of mortgagors, they may continue monthly payments as provided for above until one-half of the principal balance due at the time of mortgagee's death shall be paid, at which time this said mortgage shall be paid in full and discharged.

4466 Hwy 71
Shelby, Al 35143

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.

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IN WITNESS WHEREOF the undersigned

Patrick A. Bennett and wife, Teresa A. Bennett

have hereunto set our signatures and seal, this 25th day of October, 1994.

Patrick A. Bennett ....(SEAL)
Patrick A. Bennett

Teresa A. Bennett ....(SEAL)
Teresa A. Bennett

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

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

THE STATE of ALABAMA
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Patrick A. Bennett and wife, Teresa A. Bennett 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 25 day of October, 1994.

Dorothy Jackson 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

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.........................., Notary Public

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Return to:

TO

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE — ABSTRACTS
Birmingham, Alabama