

This instrument was prepared by

(Name) Wallace, Ellis, Fowler & Head

(Address) Columbiana, AL 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,

Janet G. Cook and husband, James A. Cook

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

Henry L. Nichols, Jr. Frederick A. Nichols, and Joan N. Alexander

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

Dollars

of FORTY-EIGHT THOUSAND AND NO/100

(\$ 48,000.00 ), evidenced by one promissory installment note of this date in the amount of \$48,000.00, together with interest upon the unpaid portion thereof from date at the rate of 12% per annum, in monthly installments of \$688.67, payable on the 3rd day of each month after date, commencing February 3, 1996, until said sum is paid in full.

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,

Janet G. Cook and James A. Cook

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 SW 1/4 of the SW 1/4 of Section 35, Township 21 South, Range 1 West, Shelby County, Alabama, being the same property as surveyed by R. Edward Gilliland, Ala. Reg. No. 15919, on the 4th day of December, 1995, which is more particularly described by said survey as follows:

Commence at a corner in place accepted as the Southwest corner of Section 35, Township 21 South, Range 1 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed North 00 deg. 03' 09" East along the West boundary of the SW 1/4 of the SW 1/4 of said Section for a distance of 1323.04 feet to a corner in place accepted as the Northwest corner of said 1/4 1/4 Section; thence proceed North 87 deg. 57' 04" East along the North boundary of said 1/4 1/4 Section for a distance of 1330.99 feet to a corner in place accepted as the Northeast corner of said 1/4 1/4 Section; thence proceed South 00 deg. 14' 42" East along the East boundary of said 1/4 1/4 Section for a distance of 1349.53 feet to a corner in place accepted as the Southeast corner of said 1/4 1/4 Section; thence South 89 deg. 06' 11" West along the South boundary of said 1/4 1/4 Section for a distance of 1337.11 feet to the point of beginning. The above land is located in the SW 1/4 of the SW 1/4 of Section 35, Township 21 South, Range 1 West, Shelby County, Alabama, and contains 40.91 acres. According to survey of R. Edward Gilliland, dated December 4, 1995.

SUBJECT TO Mineral and Mining rights reserved by mortgagees.

Mortgagors shall have the right to prepay all or any part of the above indebtedness at any time, without penalty, by paying such amount of pre-payment plus the accrued interest as of such prepayment date.

If all or any part of the property or any interest therein is sold or transferred by mortgagors without mortgagees' prior written consent, excluding the creation of a lien or encumbrance subordinate to this mortgage, the mortgagees may, at their option, declare all the sums secured by this mortgage to be immediately due and payable.

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

12/14/1995-35863  
11:58 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOE WCD 84.00

Inst # 1995-35863

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

have hereunto set my signature and seal, this 13 day of December, 19 95.

*Janet G. Cook* (SEAL)  
(Janet G. Cook)

*James A. Cook* (SEAL)  
(James A. Cook)

THE STATE of ALABAMA  
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that Janet G. Cook and husband, James A. Cook

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 13 day of December, 19 95.  
*Lannie Brasher* 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 # 1995-35863

12/14/1995-35863  
11:58 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 84.00

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