

This instrument was prepared by

(Name) WALLACE, ELLIS, FOWLER & HEAD

(Address) COLUMBIANA, ALABAMA 35051

Form 1-1-22 Rev. 1-88

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY of Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Brett G. Winford and wife, Nancy Ann Winford  
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Angella K. Strickland

(hereinafter called "Mortgagee", whether one or more), in the sum of Three hundred fifty thousand and no/100 ----- Dollars (\$350,000.00), evidenced by promissory note in said amount, together with interest upon the unpaid portion thereof from June 1, 1996 at the rate of seven and one-half (7½) percent per annum, in 360 monthly payments of \$2,447.25 each, payable on the 1st day of each month, commencing the 1st day of July, 1996, and monthly thereafter until said sum with interest 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,

Brett G. Winford and wife, Nancy Ann Winford

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:

Property described on Exhibit "A" attached hereto and made part and parcel hereof as fully as if set out herein, which said exhibit "A" is signed by mortgagors herein for the purpose of identification.

Mortgagee agrees that, at any time during the term of this mortgage, mortgagee will release up to three (3) acres of the mortgaged property from the effect of this mortgage upon the prepayment of \$50,000 by mortgagors on the principal, the location and configuration of such released property to be approved by mortgagors and mortgagee.

If all or any part of the property or any interest in it is sold or transferred without mortgagee's prior written consent, mortgagee may, at her option, require immediate payment in full of all sums secured by this mortgage. However, this option shall not be exercised by mortgagee if exercise is prohibited by federal law as of the date of this mortgage.

THIS IS A FIRST PURCHASE MONEY MORTGAGE.

Mortgagors shall have the right to prepay all or any part of the principal without penalty or unearned interest beginning with January 1, 1997.

Inst # 1996-12247

04/15/1996-12247  
02:54 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
538.50

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

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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

Brett G. Winford and wife, Nancy Ann Winford

have hereunto set our signatures and seal, this 15 day of April, 19 96.

*[Signature]* (SEAL)  
Brett G. Winford  
*[Signature]* (SEAL)  
Nancy Ann Winford  
..... (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 Brett G. Winford and wife, Nancy Ann Winford are whose name S / 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 15 day of April, 19 96. *[Signature]* 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

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

EXHIBIT "A"

A part of the SW 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4 of Section 33, Township 20 South, Range 3 West, Helena, Shelby County, Alabama, more particularly described by metes and bounds as:

Beginning at the northwest corner of the SW 1/4 of the NE 1/4 of Section 33, Township 20 South, Range 3 West, Helena, Shelby County, Alabama and run thence southerly along the west line of said quarter-quarter a distance of 885.23' to a point in the centerline of Beaverdam Creek, thence turn 45 deg. 52' 19" left and run along centerline of creek 150.0' to a point; thence turn 36 deg. 03' 00" left and run along centerline of creek 57.25' to a point; thence turn 78 deg. 11' 00" left and run along centerline of creek 43.16' to a point; thence turn 38 deg. 19' 00" left and run along centerline of creek 102.41' to a point; thence turn 44 deg. 29' 00" right and run along centerline of creek 26.32' to a point; thence turn 50 deg. 10' 00" right and run along centerline of creek 146.23' to a point; thence turn 39 deg. 34' 00" right and run along centerline of creek 109.63' to a point; thence turn 70 deg. 10' 00" right and run along centerline of creek 167.18' to a point thence turn 65 deg. 30' 00" left and run 131.94' to a point on the northeast bank of said Beaverdam Creek; thence turn 26 deg. 16' 00" right and run along bank of creek 39.31' to a point; thence turn 57 deg. 51' 00" right and run along bank of creek 138.20' to a point; thence turn 90 deg. 00' 00" left and run 7.80' to a point along an existing fence line; thence turn 56 deg. 30' 00" left and run northeasterly along said fence 316.51' to a point; thence turn 3 deg. 31' 33" right and run northeasterly along said fence 73.95' to a point; thence turn 00 deg. 10' 15" left and continue along said fence 144.37' to a point; thence turn 8 deg. 44' 30" right and continue northeasterly along said fence 588.94' to a point on the westerly right of way line of Shelby County Highway No. 17; thence turn 54 deg. 13' 29" left and run northeasterly along said Highway right of way 329.00' to the P.C. (Beginning point of curve) of a curve to the left having a central angle of 5 deg. 01' 31" and a radius of 5,092.0'; thence turn 2 deg. 30' 44" left to chord and run northeasterly along the chord of said curve a chord distance of 446.47' to a point on the north line of the SE 1/4 of the NE 1/4 of said Section 33; thence turn 102 deg. 49' 56" left from chord and run westerly along an existing fence line and the north line of the SE 1/4 of the NE 1/4 and the SW 1/4 of the NE 1/4 of said Section 33 a distance of 1,687.18' to the point of beginning. According to the survey of Joseph E. Conn, Jr. Alabama Professional Land Surveyor #9049 on the 11th day of April, 1996.

SIGNED FOR IDENTIFICATION:

  
Brett G. Winford, Mortgagor

  
Nancy Ann Winford, Mortgagor

Inst # 1996-12247

04/15/1996-12247  
02154 PA CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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