

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS INSTRUMENT PREPARED BY:
James J. Odom, Jr.
P.O. Box 11244
Birmingham, Alabama 35202

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned Robert L. Kirkland and wife, Janet A. Kirkland, are justly indebted to Rhett G. Barnes, Sr., a married man, individually, and B. Wright, as Trustee of the Irrevocable Trust created by Rhett G. Barnes, Sr. under Indenture of Trust dated December 28, 1983 in the sum of EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00) (the "Indebtedness") evidenced by a promissory note of even date, and

WHEREAS, it is desired by the undersigned to secure the prompt payment of the Indebtedness with interest.

NOW, THEREFORE, in consideration of the Indebtedness, and to secure the prompt payment thereof at maturity, the undersigned, Robert L. Kirkland and wife, Janet A. Kirkland (hereinafter called Mortgagors), do hereby grant, bargain, sell and convey unto Rhett G. Barnes, Sr., a married man, individually, and B. Wright, as Trustee of the Irrevocable Trust created by Rhett G. Barnes, Sr. under Indenture of Trust dated December 28, 1983 (hereinafter called Mortgagee) the following described real property (the "Property") situated in Shelby County, Alabama, to-wit:

A parcel of land situated in the SE 1/4 of the SE 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SE corner of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; thence run North 2 degrees 28 minutes 59 seconds West for a distance of 1280.00 feet (map) to the point of beginning; thence continue along the last described course for a distance of 359.63 feet (map and measured); thence South 87 degrees 51 minutes 37 seconds West for a distance of 429.25 feet (map), 428.89 feet (measured), to a point on the Southeasterly right-of-way of McCain Parkway (60-foot right-of-way) and a point on a curve to the left having a central angle of 7 degrees 00 minutes 31 seconds and a radius of 1011.24 feet, said curve subtended by a chord bearing South 2 degrees 51 minutes 03 seconds West and a chord distance of 123.62 feet; thence along the arc of said curve and said right-of-way for a distance of 123.70 feet to the end of said curve; thence South 0 degrees 39 minutes 12 seconds East along said right-of-way for a distance of 236.66 feet (map), 238.76 feet (measured); thence North 87 degrees 34 minutes 37 seconds East and leaving said right-of-way for a distance of 448.45 feet (map), 447.99 feet (measured) to the point of beginning, being situated in Shelby County, Alabama.

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SHELBY COUNTY JUDGE OF PROBATE
004 MCD 136.00

1996-14272

SUBJECT TO: (1) Current taxes; (2) Title to minerals underlying caption lands with mining rights and privileges belonging thereto, as reserved in Deed Book 23, at Page 525, in the Office of the Judge of Probate of Shelby County, Alabama; (3) Transmission line permit to Alabama Power Company as recorded in Deed Book 126, at Page 292, in the Office of the Judge of Probate of Shelby County, Alabama; (4) Right of way to City of Pelham as recorded in Real Book 064, at page 312 in the Office of the Judge of Probate of Shelby County, Alabama; (5) Easement to South Central Bell as recorded in Real Book 119, at Page 870, in the Office of the Judge of Probate of Shelby County, Alabama.

The proceeds of this loan have been applied toward the purchase price of the property described above conveyed to mortgagors simultaneously herewith.

This property is warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the Mortgagee forever; and for the purpose of further securing the payment of the Indebtedness, the undersigned agree to pay all taxes, or assessments, when legally imposed upon the Property, and should default be made in the payment of taxes or assessments, the Mortgagee has the option of paying off them; and to further secure the Indebtedness, the undersigned agrees to keep the improvements on the real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof in companies satisfactory to the Mortgagee, with loss, if any, payable to the Mortgagee, as the interest of the Mortgagee may appear, and promptly to deliver the policies, or any renewals of the policies, to the Mortgagee; and if undersigned fail to keep the Property insured as above specified, or fail to deliver the insurance policies to the Mortgagee, then the Mortgagee has the option of insuring the Property for the reasonable insurable value for the benefit of the Mortgagee, the policy, if collected, to be credited on the Indebtedness, less cost of collecting same; all amounts so expended by the Mortgagee for taxes, assessments or insurance, shall become a debt to the Mortgagee, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from the date of payment by the Mortgagee, and be at once due and payable.

Upon condition, however, that if the Mortgagors pay the Indebtedness, and reimburse the Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the Mortgagee, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagee in the Property become endangered by reason of the enforcement of any prior lien

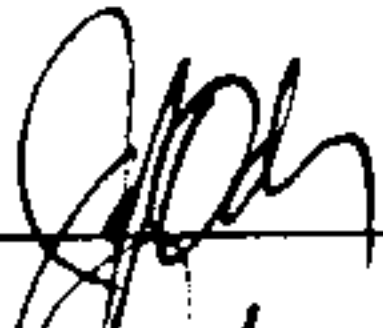
or encumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of the events, the whole of the 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 Mortgagee 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, in some newspaper published in Shelby County, Alabama, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in Shelby County, 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 be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Indebtedness in full, whether or not it shall have fully matured, at the date of the sale, but no interest shall be collected beyond the day of sale; and fourth, the remainder, if any, to be turned over to the Mortgagors; and the undersigned, further agree that the Mortgagee may bid at the sale and purchase the Property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagors by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to the Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, the fee to be a part of the debt hereby secured.

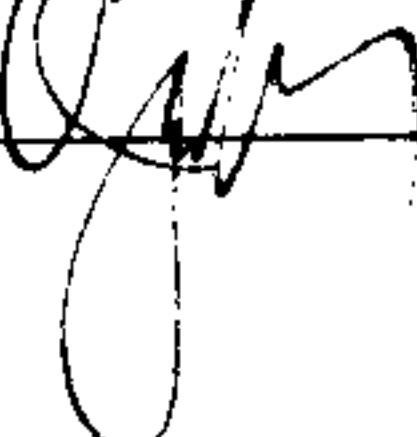
It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the persons named as grantees in the granting clause herein.

Any estate or interest herein conveyed to the Mortgagee, or any right or power granted to the Mortgagee in or by this mortgage, is hereby expressly conveyed and granted to the heirs, and agents, and assigns of the Mortgagee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the 29th day of April, 1996.

WITNESSES:







Robert L. Kirkland



Janet A. Kirkland

Inst # 1996-14272

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert L. Kirkland and wife, Janet A. Kirkland, 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 _____ day of April, 1996.



Notary Public

My commission expires: 5/23/99

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