MORTGAGE--

STATE OF ALABAMA }
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS:

That Whereas, BURBLE BUREL ALEXANDER and wife, ANNIE MAE ALEXANDER (hereinafter called "Mortgagors", whether one or more) are justly indebted, to Wanda Davis (hereinafter called "Mortgagee", whether one or more), in the sum of Twenty-five thousand and 00/100 Dollars ($25,000), evidenced by a promissory note dated July 12, 1995 herewith bearing interest and payable in manner set out in said note.

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, BURBLE BUREL ALEXANDER and ANNIE MAE ALEXANDER and all others executing this mortgage, do hereby grant, bargain, and convey unto the Mortgagee a second Mortgage with first right of refusal, on the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Inst # 1996-14951

PARCEL I:

A Tract of Sections 13 & 14, Township 22 South, Range 2 West, Shelby County, Alabama, described as follows: Commence at a Gulf States Paper Co. Concrete Post, marked as the SW corner of the SW 1/4 of the NW 1/4 of Section 13, Township 22 South, Range 2 West thence run west a distance of 80.04 feet to a point on the SE right-of-way line of Ala. State Hwy. No. 25 (33.00 feet from centerline), said point being a distance of 1247.46 feet North, along said right-of-way line, from the North right-of-way line of the Southern Railroad, and the point of beginning; thence turn an angle of 130 degrees 22 minutes 38 seconds to the right and run along said right-of-way line a distance of 250.00 feet; thence turn an angle of 90 degrees 11 minutes 12 seconds to the right and run a distance of 546.71 feet to a point on a right-of-way curve of the Southern Railroad; thence run an angle of 84 degrees 56 minutes 10 seconds to the right to the tangent of said right-of-way curve, and run along said right-of-way curve (whose delta angle is 18 degrees 22 minutes 46 seconds to the right, radius is 779.35 feet, tangent distance is 126.08 feet, length of arc is 250.00 feet) to a point on a right-of-way curve; thence turn an angle of 87 degrees 51 minutes 21 seconds to the right from tangent of said curve and run a distance of 527.99 feet, to the point of beginning. Situated in the SE 1/4 of the NE 1/4 and the NE 1/4 of the SE 1/4 of Section 14, and the SW 1/4 of the NW 1/4 and the NW 1/4 of the SW 1/4 of Section 13, all in Township 22 South, Range 2 West, Shelby County, Alabama. Situated in Shelby County, Alabama. According to the survey of Frank W. Wheeler, Ala. Reg. L. S. No. 3385, dated December 1, 1981.

PARCEL II:

The Southerly 4.33 acres of the 5.2 acres of land situated in the SW 1/4 of NW 1/4 and NW 1/4 of SW 1/4, Section 13, Township 22 South, Range 2 West. This parcel is 365.22 feet on the Easterly side adjoining the railroad right of way; 364.00 feet on the Westerly side adjoining the Highway # 25 South right of way line; 546.71 feet on the Southerly side adjoining the Danny Hilyer property and 487.97 feet on the Northerly side.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances, unto the Mortgagee, and it's successors and assigns, in fee simple,

AND Mortgagor, for itself and its successors and assigns, covenants with Mortgagee, its successors and assigns, that Mortgagor is indefeasible seized of said land in fee simple; that the Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for Mortgagee, its successors, and assigns, at all times peaceably and quietly, to enter upon, hold, occupy, and enjoy said land; that said land is free from all incumbrances; that Mortgagor, its successors, and assigns will make such further assurances to perfect the fee simple title to said land in Mortgagee, its successors, and assigns, as may reasonably be required; and that Mortgagor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

1996-14951
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PROVIDED ALWAYS, that if Mortgagor, its successors, or assigns, shall pay unto the Mortgagee, its successors, or assigns, the attached promissory note, of even date herewith, and shall perform, comply with, and abide by each and every stipulation, agreement condition, and covenant of said promissory note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

AND the Mortgagor, for itself and its successors and assigns, hereby covenants and agrees:

1. To pay all and singular the principal and interest and other sums of money payable by Virtue of said promissory note and this mortgage, or either, promptly on the days respectively the same severally come due

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations, and incumbrances of every nature on said described property each and every, and if the same be not promptly paid, the Mortgagee, its successors, or assigns, may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of Percent 12% per annum.

3. To pay all and singular the costs, charges, and expenses, including attorney's fees, reasonably incurred or paid at any time by Mortgagee, its successors, or assigns, because of the failure on the part of the Mortgagor, its

successors, or assigns, to perform, comply with and abide by each and every one of the stipulations, agreements, conditions, and covenants of said promissory note and this mortgage, or either, and every such payment shall bear interest from the date thereof at the rate of Twelve Percent 12%) per annum.

4. To keep the buildings and equipment now or hereafter on said land insured in a sum not less than Twenty-five Thousand dollars ($25,000.00), in a company or companies to be approved by Mortgagee, and the policy or policies held by and payable to Mortgagee, its successors, or assigns, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee, its successors, or assigns shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagor to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity lien or right under or by Virtue of this Mortgage, and may place and pay for such insurance, or any part thereof, without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from the date thereof at the rate of Twelve Percent 12%) per annum.

5. To refrain from committing or allowing waste, impairment, or deterioration of said property or any part thereof.

6. To perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant in said promissory note and in this mortgage set forth.

7. If any sum of money herein referred is not promptly and fully paid within ten days next after the same severally become due and payable, or if each and every stipulation, agreement, condition, and covenant of said promissory note and this mortgage, or either, are not duly performed, complied with, and abided by, the aggregate sum mentioned in said promissory note shall become due and payable forthwith or thereafter, at the option of the Mortgagee, its successors or assigns, as fully and completely as if the said aggregate sum of Twenty-five Thousand dollars ($25,000.00) were originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.

5. THIS IS A PURCHASE MONEY MORTGAGE securing a PROMISSORY NOTE evidencing the balance due on the purchase on this date of the property described herein by the Mortgagor from the Mortgagee.

IN WITNESS WHEREOF, the undersigned Burble Burel Alexander and Annie Mae Alexander have hereunto set their signatures and seals this 30th day of April, 1996.

Burble Burel Alexander

Burble Burel Alexander

Annie Mae Alexander

Annie Mae Alexander

THE STATE of ALABAMA }

SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Burble Burel Alexander and Annie Mae Alexander 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 30 day of April, 1996.

My Commission Expires: MY COMMISSION EXPIRES FEB. 12, 2000 Martha Lockhart Notary Public

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