

THIS INSTRUMENT PREPARED BY:  
JOHN T. BLACK, BLACK AND MORGAN, L.L.C.  
3432 Independence Drive  
Birmingham, Alabama 35209

## MORTGAGE

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

That, Whereas, Larry H. Burchfield and wife, JoAnn Burchfield (hereinafter called "Mortgagor", whether one or more) are justly indebted to F. Daniel Thomas and wife, Tonya T. Thomas (hereinafter called "Mortgagee" whether one or more) in the sum of Seventy Thousand and No/100 Dollars (\$70,000.00), evidenced by Promissory Note of even date herewith, having a final maturity date of December 1, 2011.

And Whereas, Mortgagor 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 Mortgagor, Larry H. Burchfield and wife, JoAnn Burchfield, do hereby grant, bargain and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to wit:

The south 190 feet of the north 340 feet of the following described property: A 210 foot strip of uniform width lying 60 feet west and parallel to the east boundary of the NW 1/4 of the SW 1/4 which lies south of Shelby County Road No. 28, in Section 36, Township 21 South, Range 1 East, Shelby County, Alabama.

Together with a non-exclusive easement over and across the existing driveway lying north of caption lands to provide ingress and egress of Shelby County Highway No. 28.

THIS INDEBTEDNESS SHALL BE DUE AND PAYABLE IN FULL UPON ANY SALE OR TRANSFER OF ANY INTEREST IN THE ABOVE DESCRIBED PROPERTY.

Said property is warranted free from all encumbrances 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 take good care of the mortgaged property and not to commit or permit any waste thereon, to keep the same repaired and in good condition, reasonable wear and tear excepted, 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 fails 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


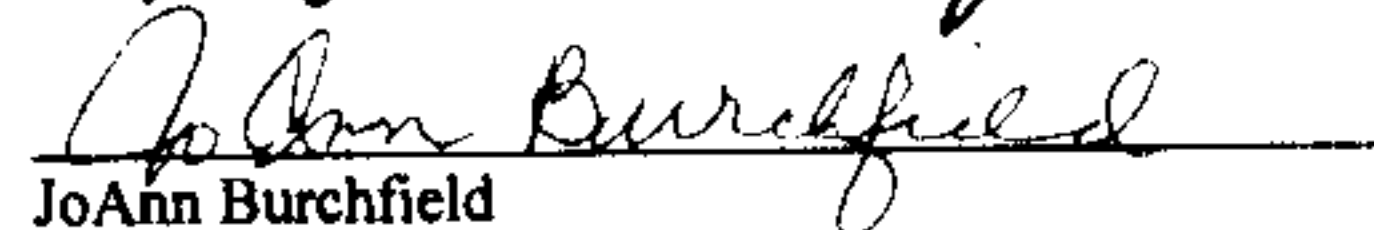
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SHELBY COUNTY JUDGE OF PROBATE  
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this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

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 encumbrance 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 term 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 Courthouse 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 encumbrances, 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 Mortgagor and undersigned further agree that said Mortgagor, 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 said be so foreclosed, said fee to be a part of the debt hereby secured.

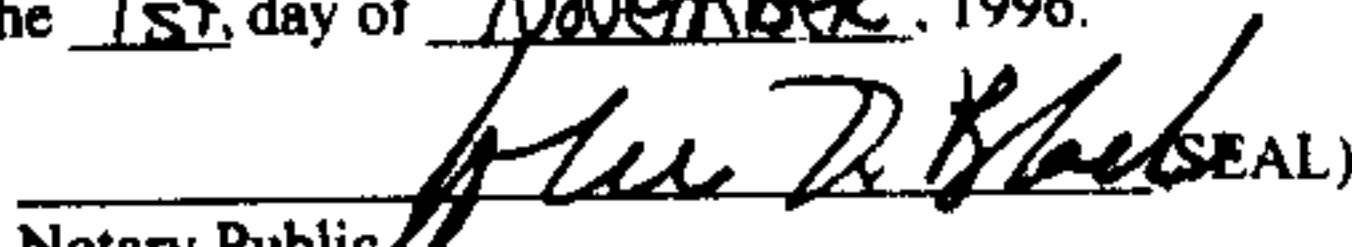
IN WITNESS WHEREOF, the undersigned, Larry H. Burchfield and wife, JoAnn Burchfield have hereunto set their signatures and seals, this 1st day of November 1996.

  
Larry H. Burchfield  
  
JoAnn Burchfield

STATE OF ALABAMA  
JEFFERSON COUNTY

I, John T. Black, a Notary Public in and for said County, in said State, hereby certify that Larry H. Burchfield and wife, Jo Ann Burchfield, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this date that, being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 1st day of November, 1996.

  
Notary Public  
My Commission expires: 4-21-97

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