

This instrument was prepared by

(Name) Courtney Mason & Associates, P.C.

(Address) 1904 Indian Lake Drive, Suite 100, Birmingham, Alabama 35244

Form 1-1-22 Rev. 1-86

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

C. Riggins Parker and wife, Kimberly Kaye Parker

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

Billie Rae Kohen

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

of Thirty-Seven Thousand Ninety-Seven and 91/100ths - - - - - Dollars  
(\$ 37,097.91 ), evidenced by a note dated 12/18/86.

Inst # 1997-06423

03/03/1997-06423  
09:39 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
69.15

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,

C. Riggins Parker and wife, Kimberly Kaye Parker

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:

See Attached Exhibit A for Legal Description

This mortgage and the indebtedness secured hereby may not be assumed by a subsequent purchaser of the subject property without the prior written consent of the mortgagee herein or its successors or assigns. Any attempt to transfer title to the property, subject to this mortgage, directly or indirectly, without the prior written consent of the mortgagee shall constitute a default under the terms of this mortgage and will result in the acceleration of the underlying indebtedness.

The undersigned mortgagors agree to provide the mortgagee with a paid receipt for the current year's taxes by the end of December of each year and evidence of paid hazard insurance at least in the amount of the loan by December 18th of each year. Failure to provide these items shall constitute a default under the terms of this mortgage.

THE PREPARER OF THIS DOCUMENT HAS NOT  
EXAMINED TITLE TO THE PROPERTY DESCRIBED  
HEREIN AND MAKES NO CERTIFICATION AS TO TITLE.

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

C. Riggins Parker and wife, Kimberly Kaye Parker

have hereunto set our signatures and seal, this 24th day of February, 1997

C. Riggins Parker (SEAL)  
Kimberly Kaye Parker (SEAL)  
(SEAL)  
(SEAL)

THE STATE of Alabama

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that C. Riggins Parker and wife, Kimberly Kaye Parker

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 24th day of February, 1997  
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

MY COMMISSION EXPIRES JANUARY 24, 1998

Return to:

Riggs Parker  
P.O. Box 386  
Montevallo, AL 35115  
TO

MORTGAGE DEED

THIS FORM FROM  
Lawyers Title Insurance Corporation  
File Guaranty Division  
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

Inst # 1997-06423  
Exhibit A03/03/1997-06423  
09:39 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 SNA 69.15

Commence for the point of beginning at the Southeast corner of Section 12, Township 22 South, Range 3 West; run thence North 86 deg. 52 min. 48 sec. West for 332.41 feet; run thence North 86 deg. 51 min. 38 sec. West for 332.29 feet; run thence North 00 deg. 30 min. 40 sec. East for 1335.22 feet; run thence South 86 deg. 51 min. 43 sec. East for 331.43 feet; run thence South 86 deg. 48 min. 12 sec. East for 332.41 feet to a point known as the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 12, Township 22 South, Range 3 West; run thence South 00 deg. 28 min. 23 sec. West for 1334.83 feet to the point of beginning; being situated in the Southeast 1/4 of Section 12, Township 22 South, Range 3 West, of the Huntsville Principle Meridian, Shelby County, Alabama.

Also, the right to use as a means of ingress and egress to and from the land hereby conveyed the present farm road running generally South-Westerly across the South 1/2 of SE 1/4 of Section 12, Township 22 South, Range 3 West, which said road intersects the Calera-Montevallo dirt road; said center line being more particularly described on survey of Joe E. McKinley, dated October 5, 1987, described as follows: Commence at the Southeast corner of Section 12, Township 22 South, Range 3 West; run thence North 86 deg. 52 min. 48 sec. West for 332.41 feet; run thence North 86 deg. 51 min. 38 sec. West for 332.29 feet; run thence North 00 deg. 30 min. 40 sec. East for 940.74 feet to the center line of existing field road and the point of beginning; run thence South 37 deg. 04 min. 17 sec. West for 55.59 feet; run thence South 61 deg. 59 min. 12 sec. West for 35.50 feet; run thence South 61 deg. 15 min. 59 sec. West for 25.44 feet; run thence South 72 deg. 08 min. 50 sec. West for 118.00 feet; run thence South 62 deg. 49 min. 15 sec. West for 57.66 feet; run thence South 75 deg. 42 min. 24 sec. West for 28.25 feet; run thence South 81 deg. 28 min. 25 sec. West for 69.42 feet; run thence North 82 deg. 07 min. 44 sec. West for 89.91 feet; run thence North 75 deg. 27 min. 20 sec. West for 106.36 feet; run thence South 73 deg. 15 min. 38 sec. West for 75.10 feet; run thence South 87 deg. 56 min. 15 sec. West for 127.78 feet; run thence South 75 deg. 17 min. 19 sec. West for 60.96 feet; run thence South 30 deg. 04 min. 08 sec. West for 99.00 feet; run thence South 75 deg. 35 min. 14 sec. West for 50.08 feet; run thence North 89 deg. 18 min. 58 sec. West for 95.68 feet; run thence South 76 deg. 33 min. 02 sec. West for 73.76 feet; run thence South 57 deg. 50 min. 38 sec. West for 48.62 feet; run thence South 32 deg. 37 min. 21 sec. West for 117.30 feet; run thence South 14 deg. 15 min. 09 sec. for 68.87 feet; run thence South 19 deg. 11 min. 03 sec. West for 139.19 feet; run thence South 60 deg. 26 min. 15 sec. West for 22.08 feet; run thence South 75 deg. 51 min. 21 sec. West for 134.41 feet; run thence South 60 deg. 41 min. 08 sec. West for 70.32 feet to the center line of County Road No. 16; being situated in Shelby County, Alabama.