

MORTGAGE

STATE OF ALABAMA)

JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS; That WHEREAS,

JOHN C. FAY, JR., A MARRIED MAN

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

FRED H. HALLMARK

(hereinafter called "Mortgagee" whether one or more), in the sum of **Two Hundred Thousand and no/100 Dollars (\$200,000.00)**, evidenced by a promissory note fully executed on even date herewith.

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 and all other executing this mortgage, do hereby grant, bargain sell and convey unto the Mortgagee the interest of **John C. Fay, Jr.** in and to the following described real estate situated in **Shelby County, State of Alabama**, to-wit:

A. John C. Fay, Jr. has an undivided 1/2 interest together with Fred H. Hallmark in the following described property all located in Shelby County, Alabama:

Begin 1341.43 W of NE corner Sec. 28 SW 1686.98 1770 to Row US 280 NWLY to N line of Sec. 28 E 1890 to POB, all in S 28 T 19S R 1W, consisting of 39.17 acres.

B. John C. Fay, Jr. has a fee 100% interest in the following described property all located in Shelby County, Alabama:

Begin SE corner SW 1/4 SE 1/4 W 707.39 NLY 318.58 NELY 299.19 E 548.72 to E LN SD 1/4 1/4 S 579.57 to POB, all in S 21 T 19S R 1W, consisting of 8.82 acres.

C. John C. Fay, Jr. has a fee 100% interest in the following described property all located in Shelby County, Alabama:

Begin SW corner SW 1/4 SE 1/4 W 452.76 to POB continue W 56.05 to E ROW Co HWY #43 NELY along ROW 760.43 NW 30.23 to SE ROW Co HWY #43 NE along ROW 186.72 S 490.42 WLY 306.87 SWLY 294.31 to POB, all in S 21 T 19S R 1W, consisting of 2.75 acres.

D. John C. Fay, Jr. has a 10% undivided interest together with the Huddleson Family in the following described property all located in Shelby County, Alabama:

All property lying east of Shelby County Road 43 in Sections 21, 22 and 15 T 19S R 1 West generally known as the Fay-Huddleson property comprising some 400 acres more or less.

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Subject to all easements, restrictions and rights of way of record, if any.

NOTE: The property shown hereinabove is not the homestead property of the Mortgagor nor that of the Mortgagors spouse.

NOTE: No title examination was performed on the above mentioned properties at the request of both parties. The attorney herein acted merely as a scrivener in preparing said document.

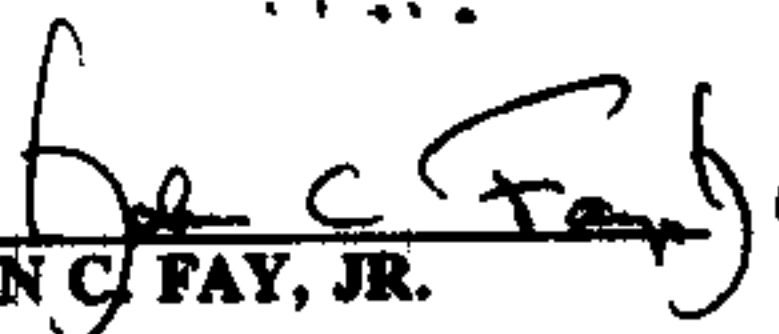
Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

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 pay all taxes or assessments when imposed legally upon said premises, and furnish mortgagee or mortgagee's designated agent the original paid receipt for property taxes on or before December 31st of each year until this mortgage is satisfied 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, if any, 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 interests 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, at the same rate of interest of the indebtedness hereby secured 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 sums 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 the 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 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 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 the 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 Mortgagors have hereunto set their signatures and seals, this 26 day of June, 1997.

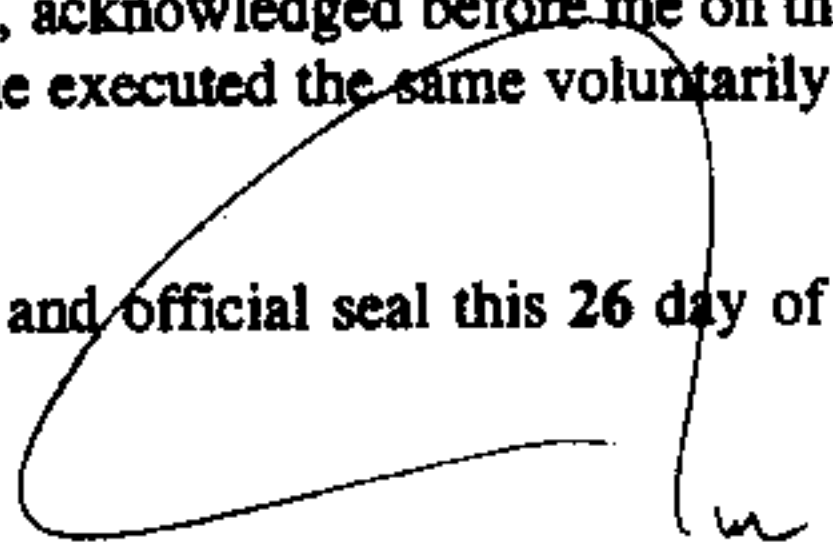

JOHN C. FAY, JR.

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John C. Fay, Jr., a married man, whose name 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 executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and official seal this 26 day of June, 1997.


NOTARY PUBLIC

My Commission Expires: 2/23/2000

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