

This instrument was prepared by

(Name) B. CHRISTOPHER BATTLES  
3150 HIGHWAY 52 WEST  
(Address) PELHAM, AL 35124

MORTGAGE— MAGIC CITY TITLE COMPANY, INC., BIRMINGHAM, ALABAMA

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

DARREN R. VICK and wife, KATHY R. VICK

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to  
MARGARET J. CLARK

(hereinafter called "Mortgagee", whether one or more), in the sum  
of THREE THOUSAND EIGHT HUNDRED AND NO/100----- Dollars  
(\$ 3,800.00 ), evidenced by one promissory note of even date herewith more particularly  
describing the terms and conditions.

Inst # 1997-22225

07/15/1997-22225  
11:20 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 SMA 19.20

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,

DARREN R. VICK and wife, KATHY R. VICK

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:

LEGAL DESCRIPTION IS ATTACHED HERETO, MADE A PART HEREOF,  
INCORPORATED HEREIN, AND MARKED EXHIBIT "A".

Subject to existing easements, restrictions, set-back lines, rights of way,  
limitations, if any, of record.

The proceeds of this loan have been applied on the purchase price of the property  
described herein, conveyed to the mortgagors simultaneously herewith.

Mortgagors herein have the right to prepay in full or in part on any payment due date  
without penalty.

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

To Have And To Hold the above granted property unto the said Mortgagor, Mortgagor'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 Mortgagor 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 Mortgagor 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 DARREN R. VICK and wife, KATHY R. VICK

have hereunto set their signatures and seal, this 11th day of JULY, 1997.

DARREN R. VICK (SEAL)  
KATHY R. VICK (SEAL)  
KATHY R. VICK (SEAL)

(SEAL)

THE STATE of ALABAMA  
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DARREN R. VICK and wife, KATHY R. VICK

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 11th day of JULY, 1997

Notary Public

THE STATE of COUNTY }

I, a Notary Public in and for said County, in said State,

hereby certify that

whose name is 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 on the act of said corporation.

Given under my hand and official seal, this the day of

, 19

Notary Public

TO

MORTGAGE DEED

This form furnished by

MAGIC CITY TITLE CO., INC.  
BIRMINGHAM, ALABAMA

L7006

Inst # 1997-22225

07/15/1997-22225

11:20 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

EXHIBIT 19 19.20

A part of the West 1/2 of the Northwest 1/4 of Section 35, Township 24 North, Range 15 East, Shelby County, Alabama, said parcel being more particularly described as follows:

To find the point of beginning start at the Southwest corner of the West 1/2 of the Northwest 1/4 and run in a Northerly direction and along the West boundary of Section 35 for a distance of 349.40 feet to the point of beginning, said point lying on the West right of way of a county road, 30 feet from centerline; thence with an angle right of 189 degrees 12 minutes run in a Northerly direction and along the West right of way of said road for a distance of 159.32 feet to a point; thence with an interior angle right of 193 degrees 36 minutes continue in a Northerly direction and along the curving West right of way of said road for an arc distance of 112.35 feet to a point; thence with interior angle right of 193 degrees 36 minutes continue in a Northerly direction and along the West right of way of said road for a distance of 203.89 feet to a point; thence with an interior angle right of 157 degrees 53 minutes continue in a Northerly direction and along the curving West right of way of said road for an arc distance of 166.82 feet to a point; thence with an interior angle right of 157 degrees 53 minutes continue in a Northerly direction and along the West right of way of said road for a distance of 56.17 feet to a point; thence with an interior angle right of 192 degrees 45 minutes continue in a Northerly direction and along the curving West right of way of said road for an arc distance of 111.70 feet to a point; thence with an interior angle right 172 degrees 48 minutes continue in a Northerly direction and along the curving West right of way of said road for an arc distance of 190.72 feet to a point; thence with an interior angle right of 167 degrees 02 minutes continue in a Northerly direction and along the curving West right of way of said road for an arc distance of 96.05 feet to a point; thence with an interior angle right of 186 degrees 59 minutes continue in a Northerly direction and along the West right of way of said road for a distance of 307.01 feet to a point; thence with an interior angle right of 163 degrees 44 minutes continue in a Northerly direction and along the curving West right of way of said road for an arc distance of 80.26 feet to a point; thence with an interior angle right of 163 degrees 44 minutes continue in a Northerly direction and along the West right of way of said road for a distance of 186.84 feet to a point, said point lying on the West boundary of Section 35; thence with an interior angle right of 40 degrees 47 minutes run in a Southerly direction and along the West boundary of Section 35 for a distance of 1544.23 feet to the point of beginning forming an interior angle of closure of 9 degrees 12 minutes. Situated in Shelby County, Alabama.

Minerals and mining rights excepted.