

This instrument was prepared by

(Name) Lloyd, Schreiber & Gray, PC

Two Perimeter Park S.

(Address) Birmingham, Al. 35243

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Jeff Hopkins and his wife Stacy L. Hopkins

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

Jerry E. McGaha, an unmarried man

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

of Four thousand five hundred and no/100

(\$ 4,500.00) a real estate mortgage note which was executed simultaneously 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,

Jeff Hopkins and his wife Stacy L. Hopkins

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 incorporated herein for all purposes.

Mineral and mining rights excepted.

Subject to: All easements, restrictions and rights of way of record.

This is a purchase money mortgage.

This mortgage is second and subordinate to a first mortgage recorded in Instrument No. 1997-26060 and made to AmSouth Bank and recorded in Shelby County Probate Court, State of Alabama.

Inst # 1997-26061

08/15/1997-26061
10:14 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 20.25

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

Inst # 1997-26061

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

Jeff Hopkins and his wife Stacy L. Hopkins

have hereunto set their signatures and seal, this 8 day of August, 1997

Jeff Hopkins (SEAL)
Stacy L. Hopkins (SEAL)
 STACY L. HOPKINS (SEAL)
 (SEAL)

THE STATE of Alabama }
 Jefferson COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jeff Hopkins and his wife Stacy L. Hopkins

whose names assigned 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 8 day of August, 1997
 NOTARY PUBLIC STATE OF ALABAMA AT LARGE
 MY COMMISSION EXPIRES: Jan. 28, 1998.

T. J. Skinner 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

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
 Lawyers Title Insurance Corporation
 Title Guaranty Division
 TITLE INSURANCE - ABSTRACTS
 Birmingham, Alabama

EXHIBIT A

Commence at the Northeast corner of said SE 1/4 of the NW 1/4 of Section 33, Township 17 South, Range 1 East and thence South 00 degrees 51 minutes 23 seconds East a distance of 717.10 feet to an iron pin set on the southeasterly right of way of the Central Georgia Railroad, said point being the point of beginning of the tract herein described; thence continue along at stated course a distance of 528.61 feet to an iron pin found; thence South 59 degrees 48 minutes 30 seconds West a distance of 101.53 feet to an iron pin found; thence South 30 degrees 07 minutes 47 seconds East a distance of 131.79 feet to an iron pin found on the Northwesterly right of way Shelby County Highway #101; thence South 59 degrees 49 minutes 58 seconds West along said right of way a distance of 185.91 feet to an iron pin thence North 30 degrees 10 minutes 02 seconds West a distance of 477.51 feet to an iron pin set on the southeasterly right of way of said Central Georgia Railroad; thence North 47 degrees 55 minutes 08 second East along said railroad right of way a distance of 558.34 feet back to point of beginning.

Inst # 1997-26061

08/15/1997-26061
10:14 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 20.25

WJ

SA