

This instrument was prepared by

(Name) Wallace, Ellis, Fowler & Head

(Address) Columbiana, AL 35051

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Robert Armstrong and wife, Sandra Armstrong

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

A. W. Bell and wife, Lura M. Bell

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

of THIRTY THOUSAND AND NO/100

(\$ 30,000.00), evidenced by One Promissory Real Estate Mortgage Note in the amount of \$30,000.00, together with interest on the unpaid portion thereof from date at the rate of zero percent (0%), payable in full in one payment on (or before) one year from the date hereof, being September 23, 1998.

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,

Robert Armstrong and wife, Sandra Armstrong

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:

PROPERTY SHOWN ON EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART AND PARCEL HEREOF AS FULLY AS IF SET OUT HEREIN, WHICH HAS BEEN SIGNED FOR IDENTIFICATION PURPOSES.

Mortgagors shall have the right to prepay all or any part of the above indebtedness at any time, without penalty, by paying such amount of prepayment plus accrued interest as of such prepayment date.

Inst # 1997-30803

09/24/1997-30803
12:39 PM CERTIFIED

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

SHELBY COUNTY JUDGE OF PROBATE
003 REC

1997-30803

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

have hereunto set OUR signature and seal, this 23rd day of Sept., 1977

(Robert Armstrong) (SEAL)

(Sandra Armstrong) (SEAL)

(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 Robert Armstrong and wife, Sandra Armstrong

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 23 day of September, 1977.

(Signature) 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"


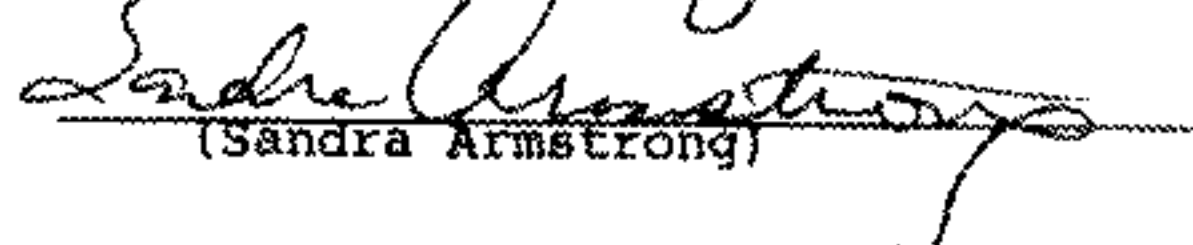
Commence at the NE corner of the NE 1/4 of the SW 1/4 of Section 2, Township 21 South, Range 1 West, Shelby County, Alabama, thence run Westerly along the North line of said quarter-quarter 200.0 feet to the point of beginning of the property being described; thence 96 deg. 55 min. left and run South-Southeasterly 683.23 feet to a point; thence 98 deg. 01 min. right and run Westerly 990.0 feet to a point on the East right of way line of Shelby County Highway No. 47; thence 83 deg. 27 min. right and run Northwesterly along said right of way line 30.20 feet to a point; thence 96 deg. 33 min. right and run Easterly 652.02 feet to a point; thence 97 deg. 39 min. left and run Northwesterly 645.93 feet to a point on the North line of said quarter-quarter; thence 96 deg. 33 min. right and run Easterly along said quarter-quarter line 332.17 feet to the point of beginning, containing 5.63 acres and marked on the corners as shown on the plat, according to Survey of Joseph E. Conn, Jr., Registered Land Surveyor, dated October 6, 1980.

Also, Commence at the NE corner of the NE 1/4 of the SW 1/4 of Section 2, Township 21 South, Range 1 West, Shelby County, Alabama, thence run Westerly along the North line of said quarter-quarter 200.0 feet; thence 96 deg. 55 min. left and run South-Southeasterly 683.23 feet to a point; thence 98 deg. 01 min. right and run Westerly 990.0 feet to a point on the East right of way line of Shelby County Highway No. 47; thence 83 deg. 27 min. right and run Northwesterly along said right of way line 30.20 feet; thence 96 deg. 33 min. right and run Easterly 376.03 feet to the point of beginning of the property herein described; thence continue along the same course a distance of 276.0 feet; thence 97 deg. 39 min. left and run Northwesterly 210.0 feet; thence run Westerly a distance of 276 feet to a point which is 210 feet from the point of beginning; thence run Southeasterly 210.0 feet to the point of beginning, according to Survey of Joseph E. Conn, Jr., Registered Land Surveyor, dated October 6, 1980.

Subject to easements and rights of way of record.

Subject to purchase money mortgage in the amount of \$30,000.00 executed simultaneously herewith.

Signed for Identification:


(Robert Armstrong)

(Sandra Armstrong)

Inst # 1997-30803

09/24/1997-30803
12:39 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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