

This instrument was prepared by

(Name) WALLACE, ELLIS, FOWLER & HEAD, ATTORNEYS AT LAW

(Address) COLUMBIANA, ALABAMA 35051

Form 1-1-82 Rev. 1-86

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

James L. Casey, a single man  
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Curtis L. Cofer, Jr. and wife, Anita G. Cofer

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

of FORTY THOUSAND AND NO/100 ----- Dollars  
(\$40,000.00), evidenced by one promissory real estate mortgage note executed this 7th day  
of November, 1997, due and payable in accordance with the terms and provisions of said  
note.

Inst # 1997-36558  
11/07/1997-36558  
10:37 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOE MEL 72.00

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,

James L. Casey, a single man

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:

The West Half of the following described property:

Begin at the Northeast corner of the NW ¼, Section 20, Township 22 South, Range 2 West; thence run  
Easterly along the North line of Section 20 for a distance of 766.29 feet to a point; thence turn an angle of  
86 degrees 17 minutes 47 seconds to the right and run Southerly for a distance of 566.08 feet to a point on  
the North right of way line of County Highway 16; thence turn an angle of 91 degrees 59 minutes 33 seconds  
to the right and run Westerly along said right of way line for a distance of 1189.02 feet to a point; thence turn  
an angle of 90 degrees 08 minutes 02 seconds to the right and run for a distance of 600.23 feet to a point on  
the North Section line of said Section 20; thence turn an angle of 91 degrees 34 minutes 38 seconds to the  
right and run Easterly along said Section line for a distance of 402.17 feet to the point of beginning.  
Said parcel is lying in the NE ¼ of the NW ¼ and the NW ¼ of the NE ¼, Section 20, Township 22 South,  
Range 2 West, Shelby County, Alabama.

SUBJECT TO THE FOLLOWING EXCEPTIONS AND CONDITIONS:

1. Taxes for 1998 and subsequent years, 1998 ad valorem taxes are a lien but not due and payable until  
October 1, 1998.
2. Transmission line permits to Alabama Power Company recorded in Deed Book 126, Page 329 and Deed  
Book 240, Page 821 in Probate Office.
3. Pipe line easement to Southern Natural Gas Corp. recorded in Deed Book 90, Page 325 in Probate Office.
4. Right of way deed to Shelby County recorded in Deed Book 200, Page 411 in Probate Office.
5. Title to ½ interest in minerals underlying caption lands with mining rights and privileges belonging  
thereto.

THIS IS A PURCHASE MONEY MORTGAGE.

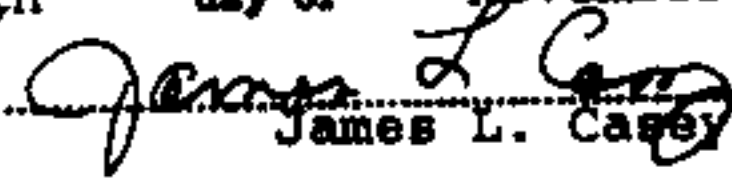
It is agreed and understood that the mortgagor herein shall have the right at any  
time to prepay all or any part of said above indebtedness, without penalty, by paying  
such amount or principal plus the accrued interest as of such prepayment date.

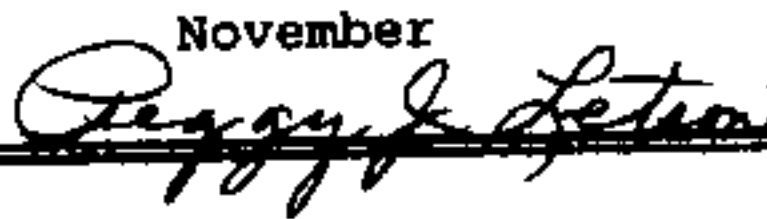
Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said 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 Mortgagee 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  
JAMES L. CASEY, A SINGLE MAN

have hereunto set his signature and seal, this 7th day of November, 19 97  
 (SEAL)  
James L. Casey  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

THE STATE of ALABAMA }  
SHELBY COUNTY }  
I, the undersigned authority, a Notary Public in and for said County, in said State,  
hereby certify that James L. Casey, a single 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 the conveyance he executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal this 7th day of November, 19 97  
 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

Inst # 1997-36558

11/07/1997-36558  
10:37 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MEL 72.00

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