THE STATE OF ALABAMA
SHELBY County } KNOW ALL MEN BY THESE PRESENTS:

**THAT WHEREAS, the undersigned,** Jim J. Corkill, a single man and Roberta L. Corkill, a single woman, are indebted to James W. Bird, Jr. and Judy M. Bird hereinafter for convenience, called **MORTGAGEE**, in the principal sum of One Hundred Ninety Thousand and no/100------------------------------------------------DOLLARS, as evidenced by one principal promissory note, bearing even date herewith, and payable as follows, to-wit:

$ 190,000.00, together with interest from date, bearing interest according to the terms set out on the Promissory Note of even date herewith, and payable according to the terms set out thereon, or any renewal or extension thereof (as further set out below) except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 20th day of July, 2018.

**NOW,** in order to secure the prompt payment of said note when due, according to the terms shown thereon, the said undersigned, Jim J. Corkill, a single man and Roberta L. Corkill, a single woman for and in consideration of the premises and the sum of Five Dollars to this day in hand paid by said **MORTGAGEE** the receipt whereof is hereby acknowledged, do hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said MORTGAGEE, the following described real estate, lying and being situated in Shelby County, Alabama, to-wit:

See Exhibit "A" for Legal Description.

Inst # 1998-27555

This instrument was prepared by
T.R. BOGGS, JR.
ATTORNEY AT LAW
DEMOPOLIS, AL 36732

07/20/1998-27555
03:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOC HCD 296.00

AS SET OUT ABOVE, the undersigned Mortgagor has this day executed a Promissory Note according to the terms set out thereon, and has this day Mortgaged the property described above to secure the payment of the above mentioned indebtedness, as well as any renewal or extension thereof, according to the provisions of this Mortgage, final payment will be due on or before 2018, and any time prior to that date, the above mentioned Promissory Note may be renewed or extended, or another Promissory Note may be executed to substitute for the above mentioned Promissory Note executed this date, this mortgage is this day executed and shall be recorded in the Probate Office of Shelby County, Alabama AS NOTICE TO ALL that said property has been pledged as security to secure the payment of the above mentioned indebtedness and any renewal or extension thereof, as well as being pledged for the security of any Promissory Note executed as a replacement or substitution for all or part of the above mentioned indebtedness.

**To Have and to Hold** said above described property, which is warranted to be free from all incumbrances and adverse claims and to be owned by undersigned, to said mortgagee, their heirs and assigns; But This Is a Mortgage, and is given and accepted on and subject to following terms and conditions: 1. It is further agreed between the parties hereto that the undersigned shall pay for recording this mortgage and shall pay all taxes and assessments against above property when due, and shall keep all buildings now or hereafter located on said property that are insurable, insured for their insurable value, with loss, if any, payable to mortgagee, as its interest may appear, and failing to do so, said mortgagee may, at its option, pay said fee, taxes and assessments and have said buildings insured, and all sums so expended shall be secured by this mortgage, draw interest from date of payment, and be payable immediately; 2. That if undersigned, or either or any of them, should be now or hereafter become indebted to said mortgagee for money loaned, advances made, merchandise sold, or by account, overdraft, note or otherwise, before the indebtedness above mentioned is paid in full, then this mortgage shall stand as security therefor the same, in all respects, as if included in said indebtedness; 3. That in so far as this mortgage secures any indebtedness as to which said mortgagee now holds or hereafter takes, obtains, accepts or holds any other, further, or additional security, it shall be deemed, taken and construed as additional security to and not in payment, release or discharge thereof, and this mortgage shall also secure any renewal or extension of the indebtedness or any unpaid portion thereof hereby secured, notwithstanding the same may, from time to time, be extended, renewed or evidenced by other notes given and accepted by mortgagee, whether such renewal or [illegible] additional mortgage or security or not, so long as said notes evidence the same or any portion of the indebtedness hereby secured. That if said notes, or either or any of them, or any other debt or demand secured by this mortgage, be not paid [illegible] mortgagee, or assigns, may take immediate possession of said property, or any part thereof, and, with or without [illegible] their possession, sell and convey the same, at public or private sale, at their option, selling same as a whole or [illegible] lots, tracts or parcels, as they see fit or deem best, and apply proceeds of sale first, to payment of [illegible] thereto, including a reasonable attorney's fee, second, to payment of the indebtedness secured hereby, all of which [illegible] become due and payable, but in the event it is insufficient to pay all debts, said mortgagee and assigns shall [illegible] pay such proceeds to such part or portion thereof as they see fit, and, third, the surplus, if any, shall be paid [illegible] and said mortgagee, and assigns are authorized, in the event of public sale of said property, to purchase [illegible] this mortgage, and auctioneer or person making sale is authorized to execute to such purchaser proper [illegible] public sale to be made in front of Court House door of Shelby County, Alabama, [illegible] at public outcry, to highest bidder, for cash, after notice of time, place, and terms of sale shall have been given [illegible] three successive weeks, prior to date of sale in some newspaper then published in said County and [illegible] necessary or advisable to foreclose this mortgage through equity or other legal proceedings, [illegible] all costs and expenses incident thereto, including a reasonable attorney's fee; and, 5. If the undersigned pay all [illegible] this mortgage when due the same shall be null and void, otherwise it shall remain in full force and effect.

WITNESS the hands and seals of the undersigned on this 20th day of July, 98

Roberta L. Corkill (Seal)
Roberta L. Corkill

Jim J. Corkill
Jim J. Corkill

STATE OF ALABAMA, [illegible] COUNTY: I, the undersigned authority in and for said County and State, do hereby certify that Jim L. Corkill and Roberta L. Corkill whose names are signed to the [illegible] are known to me, acknowledged before me this day, [illegible] they [illegible] executed the same [illegible] same bears date.

Given under my hand and official seal this the 20th day of July 98

[signature] NP

My Commission expires 10/16/2000

MTK

Inst # 1998-27555

EXHIBIT "A"

RCEL 'A'

mmence at the N.W. corner of the S.E.¼ of the N.E.¼ of Section 21, Township 22 south, Range 3 west, Shelby County, labama and run thence southerly along the west line of said quarter-quarter a distance of 430.54' to the point of eginning of the property, Parcel 'A', being described, Thence 91°-33'-30" right and run westerly 149.47' to a point, ence 91° 33' -30" left and run southerly 113.30' to a point on the north margin of Overland Road, Thence 87° 38' 30" ft and run easterly along the north margin of Overland Road a distance of 175.00' to a point, Thence 91°05'00"left d run northerly a distance of 115.03' to a point, Thence 90°-00'-00" left and run westerly a distance of 28.0' to a oint, Thence 88°-43'-30" right and run northerly a distance of 0.81' to the point of beginning, containing 20,152 quare feet.

ARCEL 'B'

ommence at the N.W. corner of the S.E.¼ of the N.E.¼ of Section 21, Township 22 south, Range 3 west, Shelby County, labama and run thence southerly along the west line of said quarter-quarter a distance of 431.35' to a point, Thence urn a deflection angle of 88° 43' 30" left and run easterly a distance of 28.0' to the point of beginning of the roperty, Parcel 'B', being described, Thence continue along last described course a distance of 107.10' to a point n the westerly margin of Shoshone Drive, Thence 90° 00' 00" right and run southerly along the said west margin of aid Shoshone Drive a distance of 91.58' to the P.C. of a curve to the right having a central angle of 91° 05' and radius of 25.0', Thence continue along the arc of said curve an arc distance of 39.74' to the P.T. of said curve, hence continue along the tangent of said curve and along the south margin of Overland Road a distance of 81.64' to point, Thence turn 88° 55' 00" right and run northerly a distance of 115.03' to the point of beginning, containing 2, 288 square feet.

ach parcel, 'A' and 'B', are subject to all agreements, easements and/ or restrictions of probated record or applicable aw.

The above description prepared by Joseph Edward Conn, Jr., Registered Survey # 9049, said Survey made the 5th of June, 1988.

STIPULATIONS:

1. There shall be no assumption or wrap around Mortgages allowed.

2. If this property is sold or subsequently mortgaged, then the Note shall become immediately due and payable.

3. Any pre-payment will be applied on the back end of the Amortization Schedule working backward. Said pre-payment shall be in the exact amount of the principal payment according to the Amortization Schedule of which both Mortgagee and Mortgagor have a copy. No partial amount will be acceptable.

4. Mortgagors shall furnish a copy of the paid tax receipt to the Mortgagees each year.

5. Mortgagors shall furnish a copy of Hazard Insurance Policy with Loss Payable Clause to the Mortgagees.

6. In the event Mortgagees sell this outstanding mortgage, Mortgagors shall have a right of first refusal on the purchase of this mortgage.

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