

STATE OF ALABAMA)
COUNTY OF SHELBY)

04/01/1999-13606
08:27 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 CRH 218.80

Inst # 1999-13606

PURCHASE MONEY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS : That Whereas, JERRY HILL, AND WIFE, JANIS HILL, (hereinafter called "Mortgagors"), whether one or more, are justly indebted to JAMES MARK CLAYTON AND WIFE, ELIZABETH CLAYTON, AND CAROL LYNNE PORTER, (hereinafter called "Mortgagee") in the sum of ONE HUNDRED THIRTY THOUSAND ONE HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$130,185.00) evidenced by a promissory note of even date, and

Whereas, Mortgagor(s) 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, and all others executing this mortgage, do hereby grant, bargain, sell, and convey unto Mortgagee the following described real estate, situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A"

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

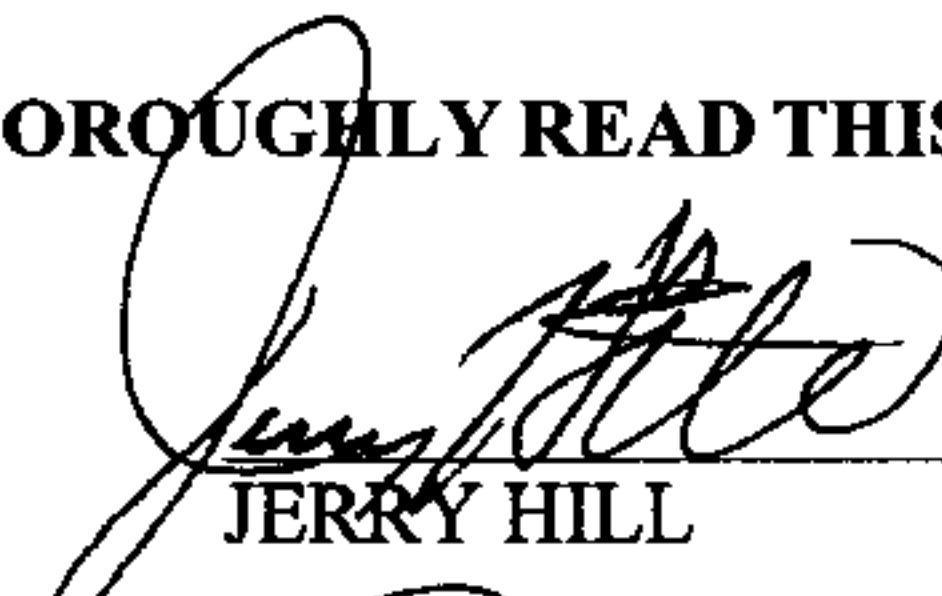
TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever, and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at the 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, lightening and tornado for the fair and reasonable insurable value thereof, but in any event not less than the original mortgage amount, 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

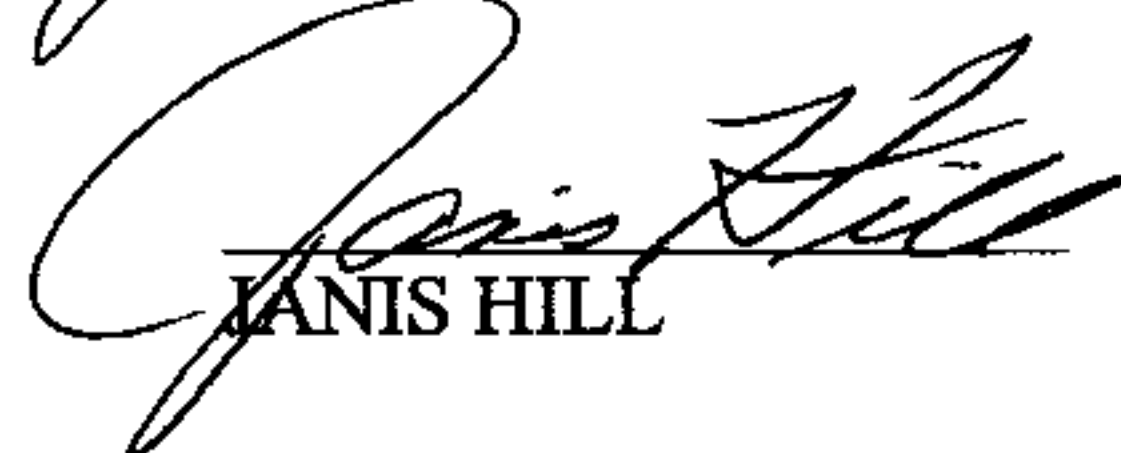
once due and payable.

Upon condition, however that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amount Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should any of the following conditions occur: (a) a default in the terms and condition of the real estate mortgage note secured by this conveyance, (b) any default be made in the payment of the indebtedness or any sum expended by the said Mortgagee or assigns, or should indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or (c) 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 shall 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 Courthouse 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 attorneys 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 encumbrances, 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 therefore; 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, JERRY HILL AND WIFE, JANIS HILL have hereunto set their signature(s) and seal(s), this 23rd day of March, 1999.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS DOCUMENT BEFORE SIGNING IT.


JERRY HILL

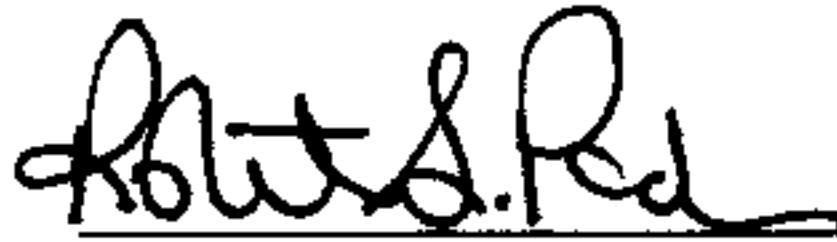

JANIS HILL

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that JERRY HILL AND WIFE, JANIS HILL, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this date that, being informed of the conveyance, they executed the same voluntarily on the day same bears date.

Given under my hand and seal of office this 23 day of March 1999.



Notary Public

My commission expires: 7/11/02

This Instrument was prepared by:

R. Shan Paden

PADEN & PADEN

5 RIVERCHASE RIDGE, SUITE 100

Birmingham, AL 35244

EXHIBIT "A"

PARCEL I:

A PART OF THE NW 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NW 1/4 OF SECTION 33, THE NE 1/4 OF THE NE 1/4 AND THE SE 1/4 OF THE NE 1/4 OF SECTION 32, ALL IN TOWNSHIP 20 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA, AND RUN THENCE SOUTH 00 DEGREES, 01 MINUTES, 43 SECONDS WEST ALONG THE EAST LINE OF THE NW 1/4 OF THE NW 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 33 A DISTANCE OF 2,610.59 FEET TO A CORNER ON THE NORTHERLY RIGHT OF WAY LINE OF THE NORFORK-SOUTHERN RAILROAD RIGHT OF WAY; THENCE RUN SOUTH 68 DEGREES, 35 MINUTES, 00 SECONDS WEST ALONG SAID RIGHT OF WAY LINE OF SAID RAILROAD A DISTANCE OF 225.38 FEET TO A CORNER ON THE SOUTH LINE OF SAID SW 1/4 OF THE NW 1/4 OF SAID SECTION 33; THENCE RUN NORTH 89 DEGREES, 17 MINUTES, 12 SECONDS WEST ALONG SAID SOUTH LINE OF SAID QUARTER-QUARTER A DISTANCE OF 1,111.61 FEET TO THE SOUTHWEST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 33; THENCE RUN NORTH 00 DEGREES, 00 MINUTES, 36 SECONDS EAST ALONG THE WEST LINE OF SAID SW 1/4 OF THE NW 1/4 OF SAME SAID SECTION 33 A DISTANCE OF 663.91 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE HALF OF THE SE 1/4 OF THE NE 1/4 OF SECTION 32; THENCE RUN SOUTH 89 DEGREES, 50 MINUTES, 12 SECONDS WEST ALONG THE SOUTH LINE OF THE SAID NORTH ONE HALF OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 32 A DISTANCE OF 772.04 FEET TO A CONCRETE MONUMENT CORNER ON THE EASTERLY BANK OF YELLOWLEAF CREEK; THENCE RUN NORTHEASTERLY ALONG THE EASTERLY BANK OF SAID YELLOWLEAF CREEK THE FOLLOWING 35 CALLS:

THENCE RUN NORTH 50 DEGREES, 25 MINUTES, 32 SECONDS EAST -- 102.24 FEET TO A POINT; THENCE RUN NORTH 32 DEGREES, 07 MINUTES, 16 SECONDS EAST -- 74.26 FEET TO A POINT; THENCE RUN NORTH 88 DEGREES, 53 MINUTES, 46 SECONDS EAST -- 18.75 FEET TO A POINT; THENCE RUN SOUTH 33 DEGREES, 16 MINUTES, 24 SECONDS EAST -- 27.40 FEET TO A POINT; THENCE RUN NORTH 48 DEGREES, 02 MINUTES, 22 SECONDS EAST -- 156.13 FEET TO A POINT; THENCE RUN NORTH 21 DEGREES, 14 MINUTES, 03 SECONDS EAST -- 20.80 FEET TO A POINT; THENCE RUN NORTH 55 DEGREES, 13 MINUTES, 51 SECONDS WEST -- 23.56 FEET TO A POINT; THENCE RUN NORTH 47 DEGREES, 39 MINUTES, 59 SECONDS WEST -- 28.56 FEET TO A POINT; THENCE RUN NORTH 43 DEGREES, 05 MINUTES, 27 SECONDS EAST -- 26.00 FEET TO A POINT; THENCE RUN NORTH 74 DEGREES, 54 MINUTES, 09 SECONDS EAST -- 15.35 FEET TO A POINT; THENCE RUN SOUTH 20 DEGREES, 51 MINUTES, 06 SECONDS EAST -- 30.37 FEET TO A POINT; THENCE RUN SOUTH 26 DEGREES, 13 MINUTES, 38 SECONDS EAST -- 27.30 FEET TO A POINT; THENCE RUN NORTH 36 DEGREES 23 MINUTES, 17 SECONDS EAST -- 131.41 FEET TO A POINT; THENCE RUN NORTH 64 DEGREES, 11 MINUTES, 46 SECONDS WEST -- 35.22 FEET TO A POINT; THENCE RUN NORTH 02 DEGREES, 52 MINUTES, 14 SECONDS WEST -- 23.94 FEET TO A POINT; THENCE RUN NORTH 41 DEGREES, 06 MINUTES, 38 SECONDS EAST -- 106.66 FEET TO A

POINT; THENCE RUN SOUTH 58 DEGREES, 21 MINUTES, 51 SECONDS EAST -- 56.82 FEET TO A POINT; THENCE RUN NORTH 83 DEGREES, 46 MINUTES, 25 SECONDS EAST -- 32.31 FEET TO A POINT; THENCE RUN NORTH 03 DEGREES, 50 MINUTES, 59 SECONDS EAST -- 24.45 FEET TO A POINT; THENCE RUN NORTH 55 DEGREES, 24 MINUTES, 14 SECONDS EAST -- 96.00 FEET TO A POINT; THENCE RUN NORTH 59 DEGREES, 45 MINUTES, 02 SECONDS WEST -- 92.92 FEET TO A POINT; THENCE RUN NORTH 27 DEGREES, 17 MINUTES, 10 SECONDS EAST -- 64.92 FEET TO A POINT; THENCE RUN NORTH 41 DEGREES, 16 MINUTES, 36 SECONDS EAST -- 75.21 FEET TO A POINT; THENCE RUN NORTH 75 DEGREES, 34 MINUTES, 13 SECONDS EAST -- 32.31 FEET TO A POINT; THENCE RUN NORTH 34 DEGREES, 21 MINUTES, 01 SECONDS EAST -- 54.28 FEET TO A POINT; THENCE RUN NORTH 14 DEGREES, 31 MINUTES, 53 SECONDS EAST -- 59.85 FEET TO A POINT; THENCE RUN NORTH 33 DEGREES, 14 MINUTES, 58 SECONDS EAST -- 134.83 FEET TO A POINT; THENCE RUN NORTH 31 DEGREES, 07 MINUTES, 17 SECONDS EAST -- 159.16 FEET TO A POINT; THENCE RUN NORTH 23 DEGREES, 40 MINUTES, 35 SECONDS EAST -- 117.40 FEET TO A POINT; THENCE RUN NORTH 34 DEGREES, 09 MINUTES, 07 SECONDS EAST -- 365.67 FEET TO A POINT; THENCE RUN NORTH 29 DEGREES, 31 MINUTES, 18 SECONDS EAST -- 155.03 FEET TO A POINT; THENCE RUN NORTH 51 DEGREES, 08 MINUTES, 29 SECONDS EAST -- 95.15 FEET TO A POINT; THENCE RUN NORTH 29 DEGREES, 46 MINUTES, 40 SECONDS EAST -- 231.21 FEET TO A POINT; THENCE RUN NORTH 30 DEGREES, 40 MINUTES, 03 SECONDS WEST -- 109.80 FEET TO A POINT; THENCE RUN NORTH 53 DEGREES, 22 MINUTES, 16 SECONDS WEST -- 98.40 FEET TO A POINT ON THE NORTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAME SAID SECTION 33; THENCE RUN NORTH 88 DEGREES, 14 MINUTES, 52 SECONDS EAST ALONG SAID NORTH LINE OF SAID QUARTER-QUARTER A DISTANCE OF 912.98 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES, 04 MINUTES, 46 SECONDS EAST LONG THE NORTH LINE OF SAID QUARTER-QUARTER A DISTANCE OF 205.04 FEET TO A CONCRETE MONUMENT CORNER; THENCE RUN SOUTH 00 DEGREES 02 MINUTES, 19 SECONDS WEST A DISTANCE OF 419.24 FEET TO A CONCRETE MONUMENT CORNER; THENCE RUN SOUTH 89 DEGREES, 48 MINUTES, 03 SECONDS WEST A DISTANCE OF 204.71 FEET TO A CONCRETE MONUMENT CORNER ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE RUN NORTH 00 DEGREES, 00 MINUTES, 08 SECONDS WEST ALONG SAID QUARTER-QUARTER LINE A DISTANCE OF 416.72 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE NORTHERLY ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 105.51 FEET TO A SOLID STEEL BAR CORNER AND THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 99.08 FEET TO A SOLID STEEL BAR CORNER; THENCE TURN 88 DEGREES, 54 MINUTES, 26 SECONDS RIGHT AND RUN EASTERLY A DISTANCE

OF 99.22 FEET TO A SOLID STEEL BAR CORNER; THENCE TURN 90 DEGREES, 39 MINUTES, 32 SECONDS RIGHT AND RUN SOUTHERLY A DISTANCE OF 110.38 FEET TO A SOLID STEEL BAR CORNER; THENCE TURN 90 DEGREES, 05 MINUTES, 26 SECONDS RIGHT AND RUN WESTERLY A DISTANCE OF 99.96 FEET TO THE POINT OF BEGINNING.

PARCEL II:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA AND RUN THENCE SOUTH 89 DEGREES, 48 MINUTES, 41 SECONDS WEST ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER A DISTANCE OF 1,069.26 FEET TO A SOLID STEEL BAR CORNER ON THE EAST BANK OF YELLOWLEAF CREEK; THENCE RUN THE FOLLOWING TEN (10) COURSES ALONG THE BANK OF SAID YELLOWLEAF CREEK:

NORTH 12 DEGREES, 43 MINUTES, 26 SECONDS EAST A DISTANCE OF 26.34 FEET TO A POINT; THENCE NORTH 47 DEGREES, 56 MINUTES, 32 SECONDS EAST A DISTANCE OF 145.36 FEET TO A POINT; THENCE NORTH 46 DEGREES, 06 MINUTES, 38 SECONDS EAST A DISTANCE OF 63.62 FEET TO A POINT; THENCE NORTH 59 DEGREES, 00 MINUTES, 32 SECONDS EAST A DISTANCE OF 67.75 FEET TO A POINT; THENCE NORTH 69 DEGREES, 13 MINUTES, 03 SECONDS EAST A DISTANCE OF 73.87 FEET TO A POINT; THENCE NORTH 59 DEGREES, 34 MINUTES, 16 SECONDS EAST A DISTANCE OF 74.14 FEET TO A POINT; THENCE NORTH 66 DEGREES, 08 MINUTES, 00 SECONDS EAST A DISTANCE OF 143.90 FEET TO A POINT; THENCE NORTH 69 DEGREES, 21 MINUTES, 29 SECONDS EAST A DISTANCE OF 182.48 FEET TO A POINT; THENCE NORTH 74 DEGREES, 33 MINUTES, 17 SECONDS EAST A DISTANCE OF 171.31 FEET TO A POINT; THENCE NORTH 82 DEGREES, 14 MINUTES, 14 SECONDS EAST A DISTANCE OF 250.47 FEET TO A POINT ON THE EAST LINE OF SAME SAID QUARTER-QUARTER; THENCE RUN SOUTH 00 DEGREES, 21 MINUTES, 49 SECONDS EAST ALONG SAID QUARTER-QUARTER LINE A DISTANCE OF 464.31 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA AND RUN THENCE SOUTH 00 DEGREES 01' 43" WEST ALONG THE EAST LINE OF THE NW 1/4 OF THE NW 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 33 A DISTANCE OF 2,610.59 FEET TO A CORNER ON THE NORTHERLY RIGHT OF WAY LINE OF THE NORFORK-SOUTHERN RAILROAD RIGHT OF WAY; THENCE RUN NORTH 68 DEGREES 35' 00" EAST ALONG SAID RIGHT OF WAY LINE OF SAID RAILROAD A DISTANCE OF 122.02 FEET TO A POINT; THENCE RUN NORTH 01 DEGREES 17' 19" WEST A DISTANCE OF 2,568.55 FEET TO A POINT; THENCE RUN SOUTH 88 DEGREES 01' 56" WEST A DISTANCE OF 54.55 FEET TO THE POINT OF BEGINNING.

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