

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,

Henry Billups, Morice Bowden, Clarence Nevek, Mark Kelow, Jarvis Taylor,
Zachary Wadlington, Gregory Taggart, and Roosevelt Nevels

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

DOROTHY J. KIDD

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

of SIX THOUSAND AND NO/100 (\$6,000.00) Dollars
(\$ 6,000.00), evidenced by one Promissory Installment Note of this date in the amount of
\$ 6,000.00, together with interest upon the unpaid portion thereof from date, at the
rate of nine & one-half percent (9½%) per annum, payable in accordance with the terms
thereof.

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,

Henry Billups, Morice Bowden, Clarence Nevek, Mark Kelow, Jarvis Taylor,
Zachary Wadlington, Gregory Taggart, and Roosevelt Nevels

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:

Commence at the SW corner of the SW 1/4 of the SE 1/4 of Section 36, Township 18
South, Range 2 East, Shelby County, Alabama; thence North 0 deg. 23' 43" East along
the West line of said 1/4 1/4 Section a distance of 105.03' to the POINT OF BEGINNING;
thence continue along the last described course a distance of 519.00 feet; thence South 88
deg. 31' 26" East a distance of 419.70 feet; thence South 0 deg. 24' 51" West a distance of
519.00 feet; thence North 88 deg. 31' 26" West a distance of 419.53 feet to the POINT OF
BEGINNING. Said parcel of land contains 5.00 acres, more or less.
LESS AND EXCEPT any easements and/or rights of way that may be found in public
records.

According to survey dated March 18, 2001, of Rodney Y. Shifflett, P.L.S. 21784.

Inst # 2001-36308

08/24/2001-36308

10:36 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 MSB

35.00

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 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 S and seal, this August day of 2001.~~1900~~

<u>Mark Kelow</u> (SEAL)	<u>Robert Newby</u> (SEAL)
<u>Henry D. Billups</u> (SEAL)	<u>Jani P. Taylor</u> (SEAL)
<u>Chambers Yarbrough</u> (SEAL)	<u>Moise Barden</u> (SEAL)
<u>George Woodly</u> (SEAL)	<u>Gregory Toggart</u> (SEAL)

THE STATE of _____ }
COUNTY _____ }
I, _____, a Notary Public in and for said County, in said State,
hereby certify that
whose name _____ signed to the foregoing conveyance, and who _____ known to me acknowledged before me on this day,
that being informed of the contents of the conveyance _____ executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this _____ day of _____, 19____,
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 Guarantee Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Henry Billups, 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 4th day of August, 2001.

Crystal L. Harmon

Notary Public

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Morice Bowden, 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 4th day of August, 2001.

Crystal L. Harmon

Notary Public

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clarence Nevek, 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 4th day of August, 2001.

Crystal L. Harmon

Notary Public

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mary Kelow, 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of August, 2001.

Crystal L. Harmon

Notary Public

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jarvis Taylor, 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 4th day of August, 2001.

Crystal L. Harmon
Notary Public

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Zachary Wadlington, 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 4th day of August, 2001.

Crystal L. Harmon
Notary Public

Inst # 2001-36308

08/24/2001-36308
10:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

004 MSB 35.00

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gregory Taggart, 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 4th day of August, 2001.

Crystal L. Harmon
Notary Public

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Roosevelt Nevels, 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 4th day of August, 2001.

Crystal L. Harmon
Notary Public