

This instrument was prepared by

(Name) Mike T. Atchison, Attorney at Law

(Address) P O Box 822, Columbiana, AL 35051

Form 1-1-22 Rev. 1-66

STATE OF ALABAMA

COUNTY SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Brian R. Castleberry, a married man and wife, Leslie W. Castleberry

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

John W. Mindler, Jr. and Kathleen Mindler

(hereinafter called "Mortgagee", whether one or more), in the sum
of Twenty Two Thousand and no/100----- Dollars
(\$ 22,000.00), evidenced by a real estate mortgage note

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,

Brian R. Castleberry and Leslie W. Castleberry

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:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

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

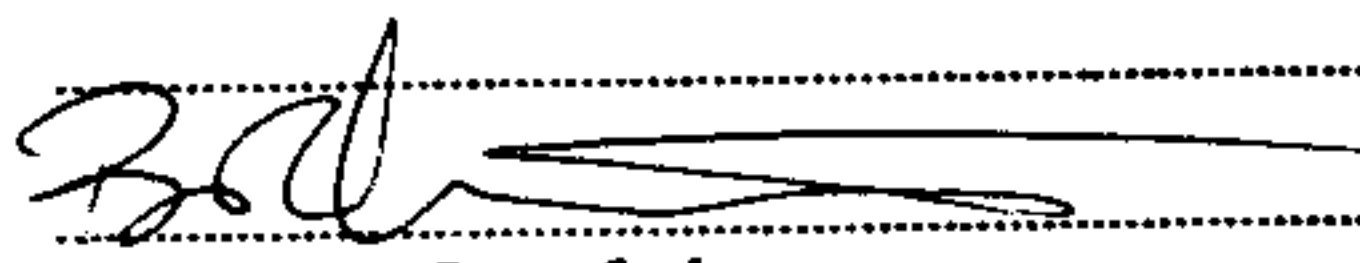
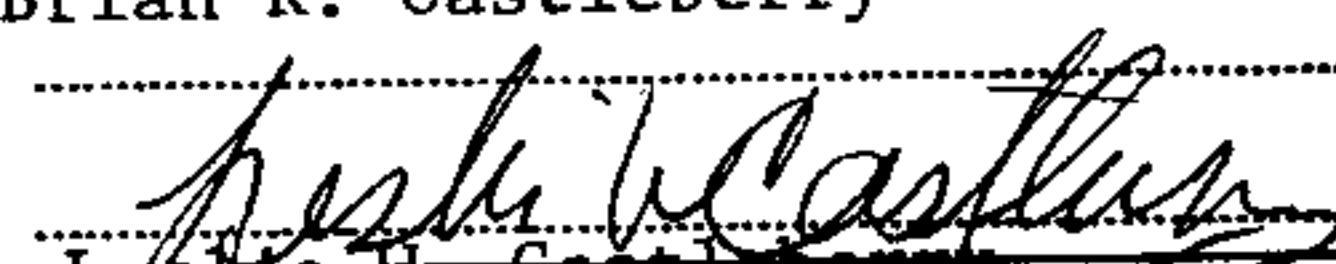
To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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

Brian R. Castleberry and Leslie W. Castleberry

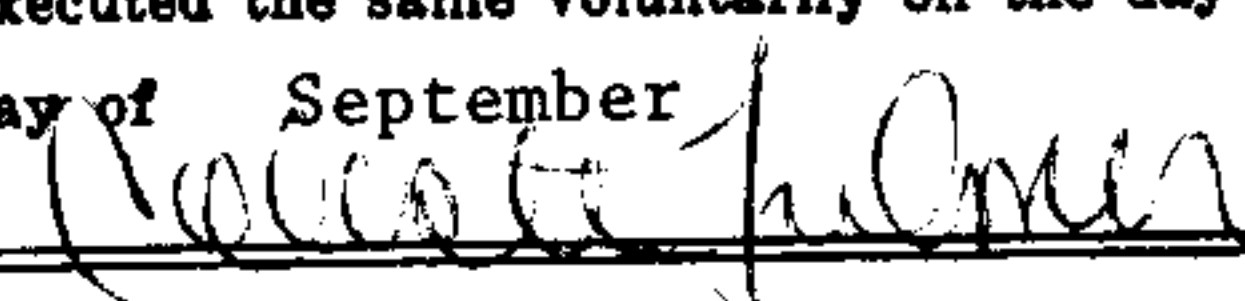
have hereunto set his signature and seal, this 20th day of September, 2001

 (SEAL)
Brian R. Castleberry (SEAL)
 (SEAL)
Leslie W. Castleberry (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 Brian R. Castleberry and Leslie W. Castleberry

whose names are signed to the foregoing conveyance, and who is/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 20th day of September, 2001
My Commission Expires: 10/06/04
 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
MICHAEL T. ATCHISON
ATTORNEY AT LAW
P. O. BOX 822
COLUMBIA, ALABAMA 35051

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in the Northeast quarter of the Northwest quarter of Section 23 and the Southeast quarter of the Southwest quarter of Section 14, Township 24 North, Range 15 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 23 and run in an Easterly direction along the North line of said section for a distance of 943.59 feet to the point of beginning of herein described parcel; thence deflect 67 degrees 59 minutes 50 seconds to the left and run in a Northeasterly direction for a distance of 1.92 feet to a point lying on the Southwesterly right-of-way of Shelby County Highway 400; thence deflect 113 degrees 35 minutes 10 seconds to the right and run in a Southeasterly direction along said right of way for a distance of 125.00 feet to a point; thence deflect 00 degrees 16 minutes 10 seconds to the left and run in a Southeasterly direction along said right of way for a distance of 54.75 feet to a point; thence deflect 64 degrees 17 minutes 00 seconds to the right and run in a Southeasterly direction for a distance of 165.30 feet to a point; thence deflect 70 degrees 30 minutes 00 seconds to the left and run in a Southeasterly direction for a distance of 85.00 feet to a point; Thence deflect 103 degrees 37 minutes 40 seconds to the left and run in a Northeasterly direction for a distance of 160.33 feet to a point on said right-of-way; Thence deflect 100 degrees 09 minutes 00 seconds to the right and run in a Southeasterly direction along said right-of-way for a distance of 24.82 feet to a point; Thence deflect 53 degrees 28 minutes 50 seconds to the right and run in a Southerly direction for a distance of 133.84 feet to a point; thence deflect 65 degrees 01 minute 30 seconds and run in a Southwesterly direction for a distance of 310.00 feet to a point; thence deflect 47 degrees 52 minutes 20 seconds to the right and run in a Northwesterly direction for a distance of 130.96 feet to a point; Thence deflect 90 degrees 00 minutes 00 seconds to the right and run in a Northeasterly direction for a distance of 458.93 feet to the point of beginning.

Subject to a 20-foot access easement being 10-feet on each side of a line described as follows: Commence at the Southeasterly corner of described parcel and run in a Southwesterly direction along the Southeasterly property line for a distance of 118.52 feet to a point; thence deflect 141 degrees 20 minutes 40 seconds to the right and run in a Northeasterly direction for a distance of 215.08 feet to a point on the Southwesterly right-of-way of said Shelby County Highway 400.

Situated in Shelby County, Alabama.

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