

MORTGAGE DEED

STATE OF ALABAMA
COUNTY OF SHELBY

Inst # 2002-04478

01/25/2002-04478
01:37 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

002 CH 131.30

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Richard T. Hunt and wife Elma Hunt, (hereinafter called "Mortgagors", whether one or more) are justly indebted, to Peggy S. Horton, (hereinafter called "Mortgagee", whether one or more, in the sum of Seventy Eight Thousand Two Hundred and 00/100 Dollars (\$78,200.00). Plus interest as evidenced by one Real Estate Mortgage Note of this date in the amount of \$78,200.00 being payable in 240 monthly installments of \$730.16, beginning March 1, 2002. Each monthly installment contains \$629.97 principal and interest, an estimated amount of \$33.33 for storm and fire insurance and an estimated amount of \$66.86 for county taxes, to be held in Escrow by Mortgagee, both of which will be adjusted as actual statements are received by Mortgagee from Shelby County and your insurance company. Monthly payment amount will increase or decrease as actual statements are received by Mortgagee.

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 Mortgagee, Peggy S. Horton and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagor the following described real estate, situated in Shelby County, State of Alabama to wit:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 1 WEST, BEING THE SOUTHERN MOST PORTION OF THE REMAINING PART OF THE LAND DESCRIBED IN A DEED TO JOHN KENNETH AND PEGGY HORTON, RECORDED IN DEED BOOK 296 AT PAGE 884, OF THE REAL PROPERTY RECORDS OF SHELBY COUNTY, ALABAMA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

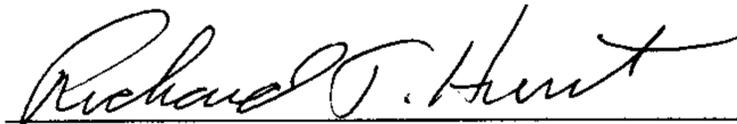
COMMENCING AT AN IRON BAR FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE S. 00 deg. 03'00" E. ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 342.66 FEET TO THE CENTER OF TOWN CREEK; THENCE S. 74 deg. 02'43" W. ALONG THE CENTER OF TOWN CREEK, A DISTANCE OF 149.06 FEET TO A POINT; THENCE S. 74 deg. 00'13" W. ALONG THE CENTER OF TOWN CREEK, A DISTANCE OF 160.01 FEET TO THE POINT OF BEGINNING; THENCE S. 73 deg. 59'09"W. ALONG THE CENTER OF TOWN CREEK, A DISTANCE OF 133.63 FEET TO A POINT, THENCE S. 39 deg. 33' 04" W. ALONG THE CENTER OF TOWN CREEK, A DISTANCE OF 69.41 FEET; THENCE S. 58 deg. 15' 04" W. ALONG THE CENTER OF TOWN CREEK A DISTANCE OF 68.64 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY OF STATE HIGHWAY NO. 25; THENCE N. 25 deg. 41'00" E. ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 215.00 FEET TO A POINT; THENCE TURN E. 90 deg. A DISTANCE OF 153.00 FEET TO THE CENTER OF TOWN CREEK AT THE POINT OF BEGINNING.

To have and to hold the above granted property unto the said Mortgagor, 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 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

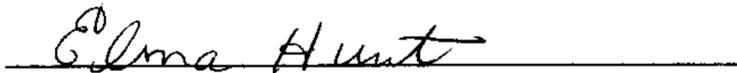
promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fails to keep said property insured as above specified or fails to deliver said insurance policies to said Mortgagee, then said Mortgagee, or assigns, may at Mortgagee's option insure said property for 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, assessment 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 conditions, 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 default be made in the payment of any sum expended by the said Mortgagees or assigns, or should said indebtedness hereby secured, or any part hereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assign in said property become endangered by reason of the enforcement of any prior lien or encumbrance 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, agent or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving 21 days notice, by publishing once a week for 3 consecutive weeks, the time place and terms of sale, by publication in some news paper published in said county and state, sell the same in lots or parcels or en masse as mortgagee, agent or assigns deemed 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 extent of advertising, selling and conveying, including reasonable attorneys fees; Second, to the payment of any amount 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 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 assigned may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned further agree a to pay a reasonable attorney's fee to said Mortgagee or assign, 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 Peggy S. Horton (Mortgagee), Richard T. Hunt and wife Elma Hunt have hereunto set our signatures and seal this 25th day of January, 2002



Richard T. Hunt



Elma Hunt

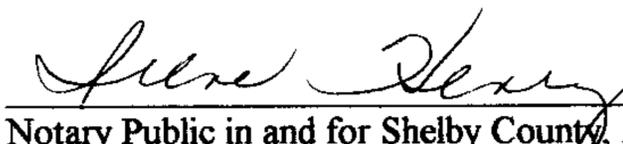


Peggy S. Horton

State of Alabama, County of Shelby

Subscribed and sworn before me this 25th day of January, 2002

Inst # 2002-04478



Notary Public in and for Shelby County, Alabama 01/25/2002-04478

BY COMMISSION EXPIRES JULY 2007

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