

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS **CHARLES COOK** and **SUE COOK, a married couple**, hereinafter called DEBTOR, is justly indebted to **J.O. LITTLETON** and **FRANCIS LITTLETON, a married couple**, hereinafter called CREDITOR, in the principal sum of Ten Thousand Two Hundred Dollars and 00/cents (\$10,200.00) with interest at the rate of 10% per annum as evidenced by a promissory note bearing even date herewith and payable in installments as follows: \$143.60 per month paid on the first day of each month beginning on 01 OCT, 2000 and continuing for the next 108 consecutive months.

NOW, in order to secure the prompt payment of said note, when due, the DEBTOR for and consideration of the premises, the DEBTOR does hereby GRANT, BARGAIN, SELL AND CONVEY to the CREDITOR the following described real estate situated in Shelby County, Alabama, to wit:

Commence at the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section 10, Township 24 North, Range 13 East; thence N 89 degrees 59' 54" W along the South line of said 1/4-1/4 section and run 680.68 feet to the Point of Beginning; thence continue N 89 degrees 59' 53" W and run 125.39 feet; thence N 05 degrees 22' 51" E and run 347.86 feet; thence N 89 degrees 01' 31" E and run 125.61 feet; thence S 05 degrees 22' 21" W and run 350.00 feet back to the Point of Beginning. Containing 1.00 acres, more or less.

ALSO , a 15.00 foot access easement being more particularly described as follows: Begin at the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section 10, Township 24 North, Range 13 East; thence N 89 degrees 59' 54" W along the South line of said 1/4-1/4 section and run 680.68 feet; thence N 05 degrees 22' 21" E and run 15.06 feet; thence S 89 degrees 59' 54" E and run 664.34 feet; thence N 00 degrees 15' 39" E and run 203.22 feet to a point on the Southwesterly right-of-way line of County Road No. 4, said point being on a curve to the left having a central angle of 07 degrees 48' 12" and a radius of 218.42 feet; thence along the chord of said curve S 30 degrees 02' 39" E and run a chord distance of 29.72 feet to a point on the east line of said 1/4-1/4 section; thence S 00 degrees 15' 38" W along said 1/4-1/4 line and run 192.49 feet back to the Point of Beginning of said access easement.

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

This Mortgage prepared without the benefit of a title search or survey. Legal description was provided by the CREDITOR.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the CREDITOR forever. And the DEBTOR does hereby covenant with the CREDITOR, and the heirs and assigns of the CREDITOR, that the DEBTOR is lawfully seized in fee simple of said premises; that the said premises are free of and from all encumbrances except as otherwise noted above; and that the DEBTOR will warrant and forever defend the same against the lawful claims and demands of all persons.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS NEVERTHELESS, that is to say. If the DEBTOR shall well and truly pay, or cause to be paid, the said promissory note, and each and every installment thereof, when due, and all other amounts which may become due hereunder when such become due, then this conveyance shall become null and void. But should the DEBTOR fail to pay said note, or any installment thereof when due, or shall fail to pay any other sums that become due hereunder when due, then all of said indebtedness shall become due and payable at once, at the option of the CREDITOR. However, failure of the CREDITOR to enforce this provision as to one or more delinquent installments or other amounts due hereunder shall not be waiver of the right to subsequently invoke such provision. Upon any such default by the DEBTOR, the CREDITOR or the successors, heirs, assigns, agents, or attorneys of the authorized and empowered to sell the said property hereby conveyed at auction for cash at the Courthouse door of the County in which said property is situated, after first having given notice thereof for three (3) weeks by publication in any newspaper then published in the county in which said property is situated, and to execute a property conveyance to the purchaser and out of the sale proceeds to the CREDITOR shall first pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note and interest thereon and any sums advanced by the CREDITOR for taxes, assessments, insurance, and other encumbrances, if any. The balance, if any, shall be paid over to the DEBTOR. In the event of such sale, the CREDITOR, or the successors, assigns, agents or attorneys of the CREDITORS, are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance and any such sale, and the auctioneer or person making the sale is empowered and directed to make and execute a deed to the purchaser at such sale in the name of the DEBTOR.

It is also agreed that in case the CREDITOR, or the heirs, successors or assigns OF the CREDITOR, see fit to foreclose this mortgage in a court having proper jurisdiction, that the DEBTOR will pay a reasonable attorney's fee for the bringing and prosecution of such foreclosure action and for any appeals therefrom, together with all costs of litigation incurred by the CREDITOR, all of which shall be and constitute a part of the debt hereby secured.

The DEBTOR specially waives all exemptions which DEBTOR now or hereafter may be entitled to under the Laws and Constitution of the State of Alabama in regard to the collection of the debt secured hereby.

The DEBTOR agrees to keep the property in good repair, normal wear and tear excepted, and further agrees to keep said property insured against fire, hail, flood, and windstorm with good and responsible companies acceptable to the CREDITOR for not less than an amount equal to the principal amount of this mortgage debt, and to have each such policy payable to the CREDITOR,

as the CREDITOR'S interest may appear in said property, and further agrees to deliver copies of such paid-up policies to the CREDITOR. Should the DEBTOR fail to insure said property, then the CREDITOR is hereby authorized to do so, and the premiums so paid by the CREDITOR shall be and constitute a part of the debt secured hereby.

The DEBTOR agrees to pay all taxes and assessments, general or special, levied upon such property before such become delinquent. Should the DEBTOR fail to pay any such taxes or assessments before they become delinquent, then the CREDITOR is hereby authorized to do so, and all such payments shall thereupon constitute a part of the debt secured hereby.

Should the DEBTOR fail to procure proper insurance, or fail to pay any taxes or assessments, as hereinabove provided, and should the CREDITOR pay the same, then the DEBTOR shall be deemed to have materially breached the terms of this instrument if the DEBTOR fails to reimburse the CREDITOR for the same plus interest at the maximum rate permitted by Alabama law within ten (10) days after the CREDITOR gives the DEBTOR written demand by first class mail of the amounts due.

IN WITNESS THEREOF, the DEBTOR has executed this Mortgage with seal affixed on the 20 day of SEP., 2000, at Calera, Alabama.

Charles Cook
CHARLES COOK
DEBTOR

Sue Cook
SUE COOK
DEBTOR

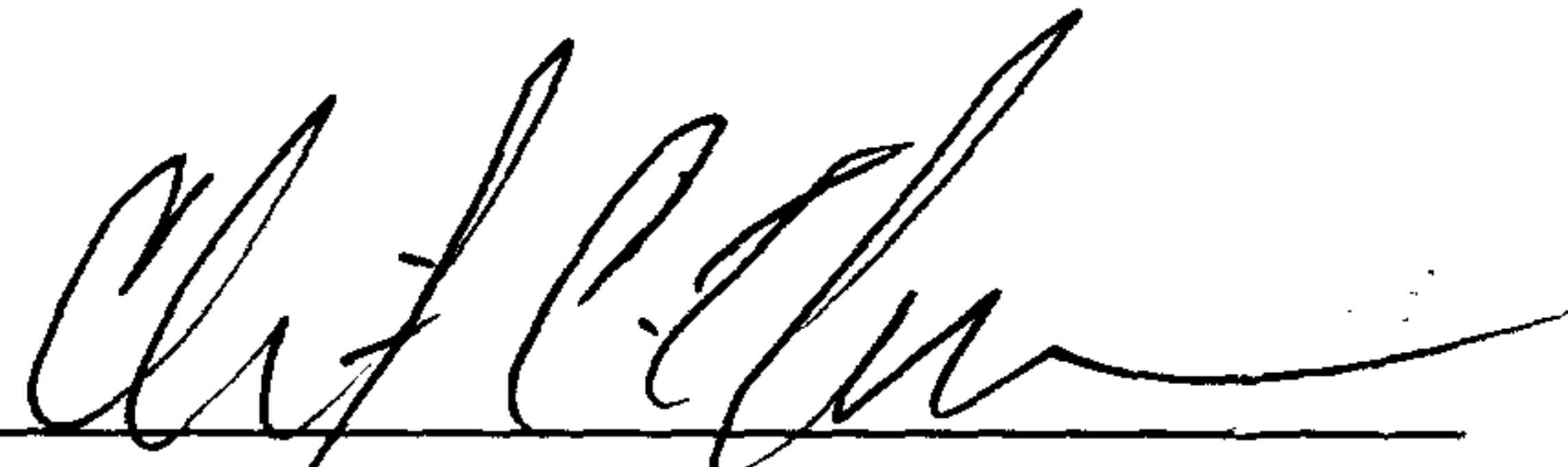
STATE OF ALABAMA)
)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, hereby certify that *CHARLES COOK* and wife, *SUE COOK*, whose names are signed to the foregoing Mortgage, who are known to me acknowledged

before me on this day, that, being informed of the contents of the Mortgage, it was executed voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 20 day of SEP., 2000.



NOTARY PUBLIC

My Commission Expires: 24 JAN, 2004

THIS INSTRUMENT PREPARED BY:

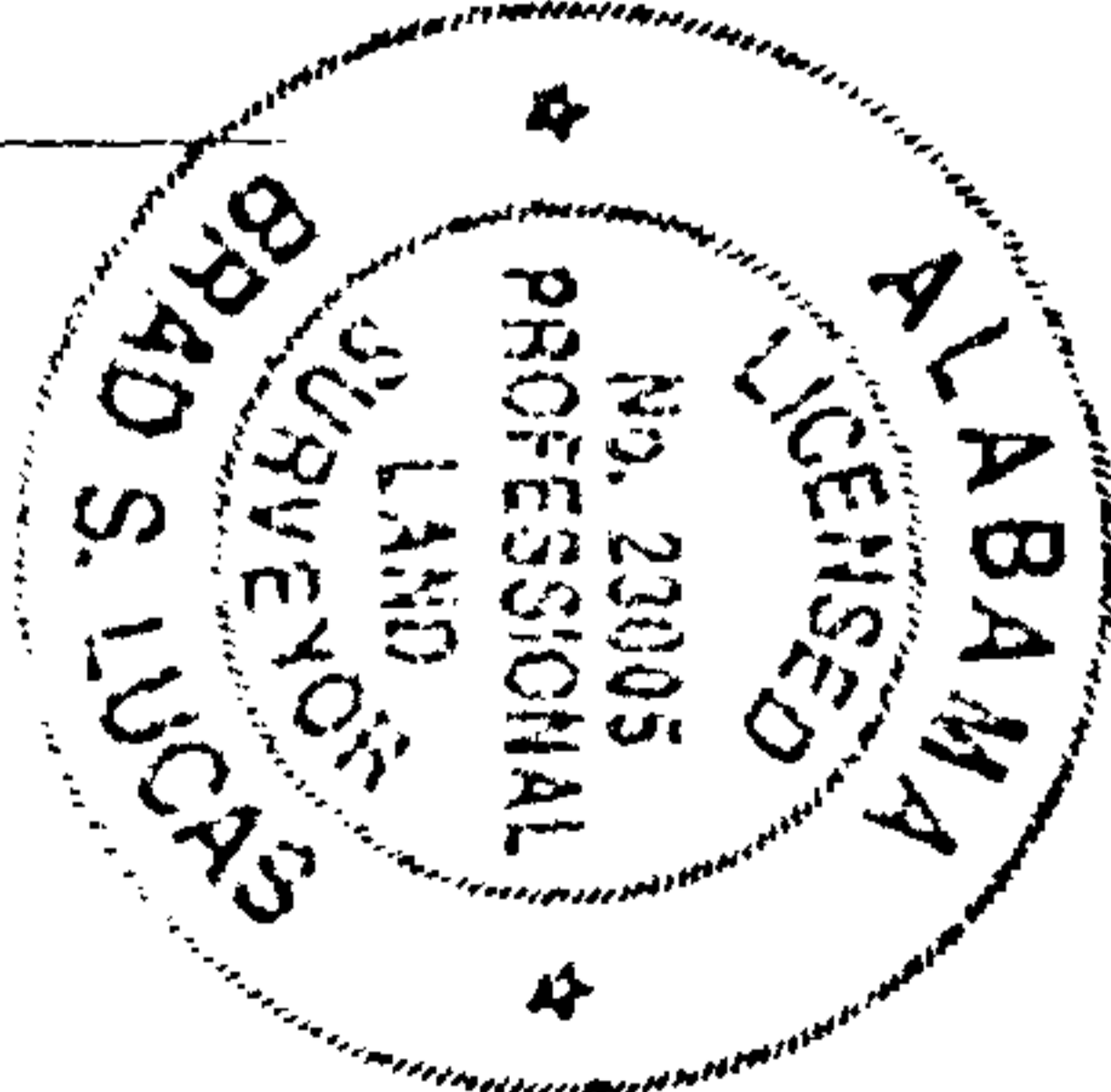
Clint C. Thomas, P.C.
Attorney at Law
P.O. Box 1422
Calera, AL 35040

STATE OF ALABAMA:
 SHELBY COUNTY:

LEGAL DESCRIPTION:

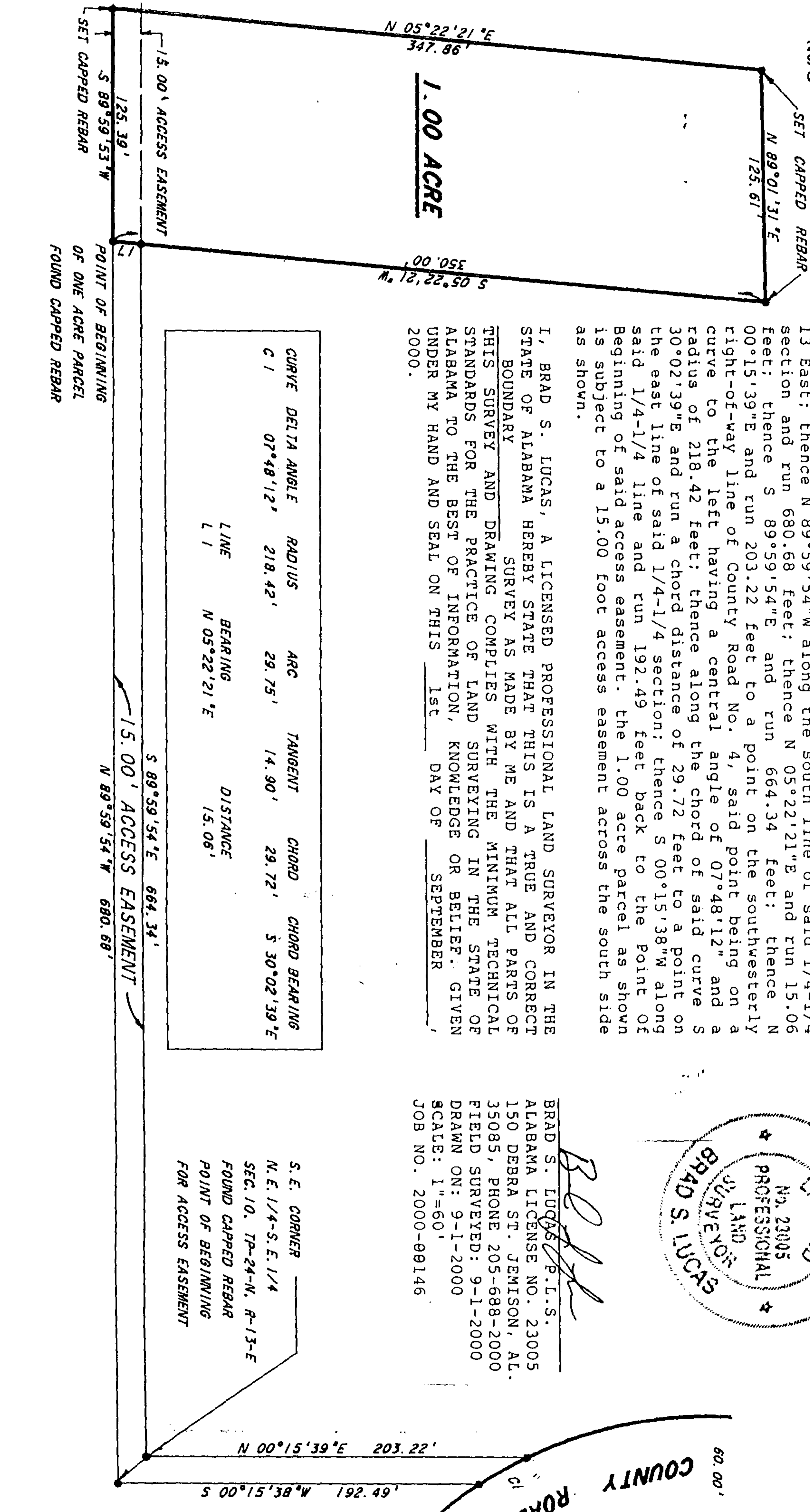
Commence at the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section 10, Township 24 North, Range 13 East; thence N 89°59'54"W along the south line of said 1/4-1/4 section and run 680.68 feet to the Point Of Beginning; thence continue N 89°59'53"W and run 125.39 feet; thence N 05°22'21"E and run 347.86 feet; thence N 89°01'31"E and run 125.61 feet; thence S 05°22'21"W and run 350.00 feet back to the Point Of Beginning. Containing 1.00 acres, more or less. ALSO, a 15.00 foot access easement being more particularly described as follows: Begin at the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section 10, Township 24 North, Range 13 East; thence N 89°59'54"W along the south line of said 1/4-1/4 section and run 680.68 feet; thence N 05°22'21"E and run 15.06 feet; thence S 89°59'54"E and run 664.34 feet; thence N 00°15'39"E and run 203.22 feet to a point on the southwesterly right-of-way line of County Road No. 4, said point being on a curve to the left having a central angle of 07°48'12" and a radius of 218.42 feet; thence along the chord of said curve S 30°02'39"E and run a chord distance of 29.72 feet to a point on the east line of said 1/4-1/4 section; thence S 00°15'38"W along said 1/4-1/4 line and run 192.49 feet back to the Point Of Beginning of said access easement. the 1.00 acre parcel as shown is subject to a 15.00 foot access easement across the south side as shown.

I, BRAD S. LUCAS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY STATE THAT THIS IS A TRUE AND CORRECT SURVEY AS MADE BY ME AND THAT ALL PARTS OF THIS SURVEY AND DRAWING COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF INFORMATION, KNOWLEDGE OR BELIEF. GIVEN UNDER MY HAND AND SEAL ON THIS 1st DAY OF SEPTEMBER, 2000.



BRAD S. LUCAS P.L.S.
 ALABAMA LICENSE NO. 23005
 150 DEBRA ST. JEMISON, AL.
 35085, PHONE 205-688-2000
 FIELD SURVEYED: 9-1-2000
 DRAWN ON: 9-1-2000
 SCALE: 1"=60'
 JOB NO. 2000-09146

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	07°48'12"	218.42'	29.75'	14.90'	29.72'	S 30°02'39"E
	LINE	BEARING	DISTANCE			
	L 1	N 05°22'21"E	15.06'			



S.E. CORNER
 N.E. 1/4-S.E. 1/4
 SEC. 10, TP-24-N, R-13-E
 FOUND CAPPED REBAR
 POINT OF BEGINNING
 FOR ACCESS EASEMENT

60.00'
 COUNTY ROAD