

This instrument was prepared by:

William R. Justice
P. O. Box 1144, Columbiana, Alabama 35051

MORTGAGE

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, Phillip W. Autry and Janice L. Autry, husband and wife, are justly indebted to Helen R. Justice, (hereinafter called "Mortgagee," whether one or more), in the sum of One Hundred Forty Thousand and no/100 Dollars (\$140,000.00), evidenced by a promissory note executed simultaneously herewith;

And Whereas, the said Phillip W. Autry and Janice L. Autry, husband and wife (hereinafter called "Mortgagor", whether one or more) agreed, in consideration of said indebtedness, and any extensions and renewals thereof, that this mortgage should be given to secure the prompt payment thereof;

NOW THEREFORE, in consideration of the premises, Mortgagor, Phillip W. Autry and Janice L. Autry, husband and wife, and all others executing this mortgage do hereby grant, bargain, sell and convey unto Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to wit:

Commence at the southeast corner of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama; thence run northerly along the east line of said Section 27 for a distance of 465.06 feet to a point; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run westerly for a distance of 1,301.20 feet to the point of beginning of the property being described; thence turn a deflection angle of 40 degrees 36 minutes 48 seconds left and run southwesterly for a distance of 176.95 feet to a point; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds and run southeasterly for a distance of 170.96 feet to a point; thence turn a deflection angle of 111 degrees 27 minutes 00 seconds left and run northeasterly for a distance of 190.12 feet along the centerline of a creek to a point; thence turn a deflection angle of 68 degrees 33 minutes 00 seconds and run northwesterly for a distance of 101.43 feet to the point of beginning.

Centerline of 12 foot access easement:

Commence at a point on the westerly property line of just described property that is 6.0 feet southeasterly along the said line from the northwest corner of said property; thence turn an angle to the right of 72 degrees 00 minutes 25 seconds and run for a distance of 36.57 feet to a point; thence turn an angle to the right of 10 degrees 40 minutes 25 seconds and run for a distance of 22.33 feet to a point; thence turn an angle to the left of 12 degrees 48 minutes 36 seconds and run for a distance of 28.09 feet to a point; thence turn an angle to the left of 8 degrees 24 minutes 30 seconds and run for a distance of 66.94 feet to a point; thence turn an angle to the left of 4 degrees 26 minutes 21 seconds and run for a distance of 23.80 feet to a point; thence turn an angle to the left of 5 degrees 55 minutes 25 seconds and run for a distance of 23.87 feet to a point; thence turn an angle to the left of 0 degrees 31 minutes 00 seconds and run for a distance of 156.50 feet; thence turn an angle to the right of 6 degrees 31 minutes 42 seconds and run for a distance of 57.37 feet to a point; thence turn an angle to the right of 13 degrees 22 minutes 47 seconds and run for a distance of 46.06 feet to a point; thence turn an angle to the right of 4 degrees 28 minutes 16

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seconds and run for a distance of 202.41 feet to a point; thence turn an angle to the right of 2 degrees 50 minutes 02 seconds and run for a distance of 60.26 feet to a point; thence turn an angle to the right of 2 degrees 44 minutes 58 seconds and run for a distance of 54.43 feet to a point; thence turn an angle to the right of 1 degree 16 minutes 41 seconds and run for a distance of 149.59 feet to a point on the northerly margin of Shelby County Highway 39 and the end of easement.

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

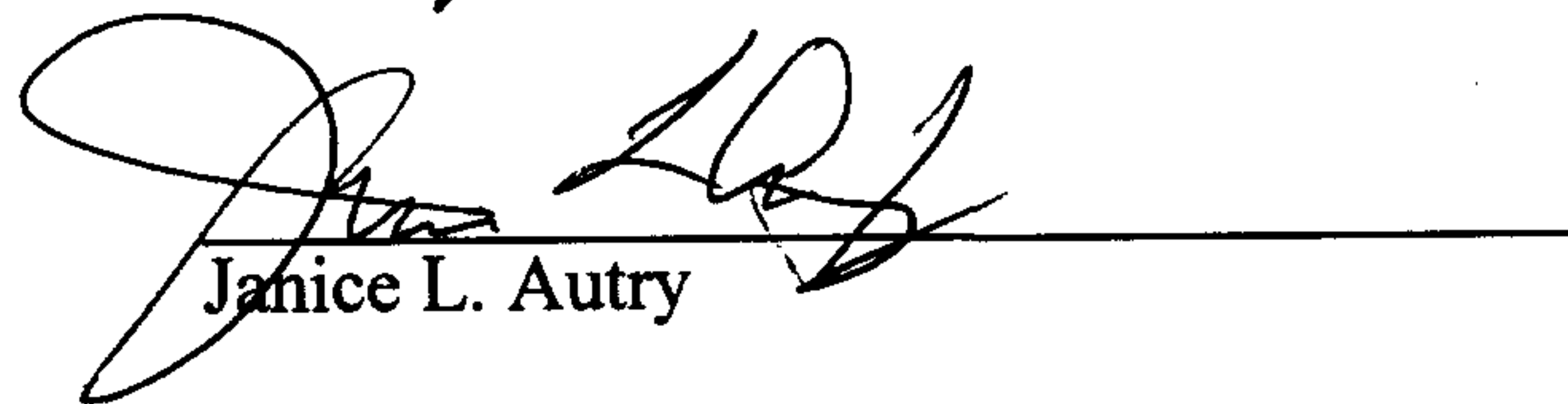
To Have And To Hold the above granted property unto Mortgagee and Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagor 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 Mortgagee, with loss, if any, payable to Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if Mortgagor fails to keep said property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at Mortgagee's option declare the indebtedness secured hereby to be due and payable at once or insure said property 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 Mortgagee for taxes, assessments or insurance, shall become a debt to 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 Mortgagee, or assigns, and be at once due and payable. If Mortgagee elects not to make such payment, then the failure of Mortgagor to pay for such taxes, assessments or insurance may be treated by Mortgagee as a default under this Mortgage.

Upon condition, however, that if the Mortgagor pays said indebtedness, and reimburses Mortgagee or assigns for any amounts Mortgagee 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 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 Mortgagee or assigns 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 is subject to foreclosure as now provided by law in case of past due mortgages, and Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving three weeks 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 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 Mortgagor, and Mortgagor further agrees that 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 Mortgagee or assigns, for the foreclosure of this mortgage, should the same be foreclosed, said fee to be a part of the debt

hereby secured.

IN WITNESS WHEREOF the undersigned Phillip W. Autry and Janice L. Autry have hereunto set their signatures and seals, this 8th day of May, 2003.


Phillip W. Autry

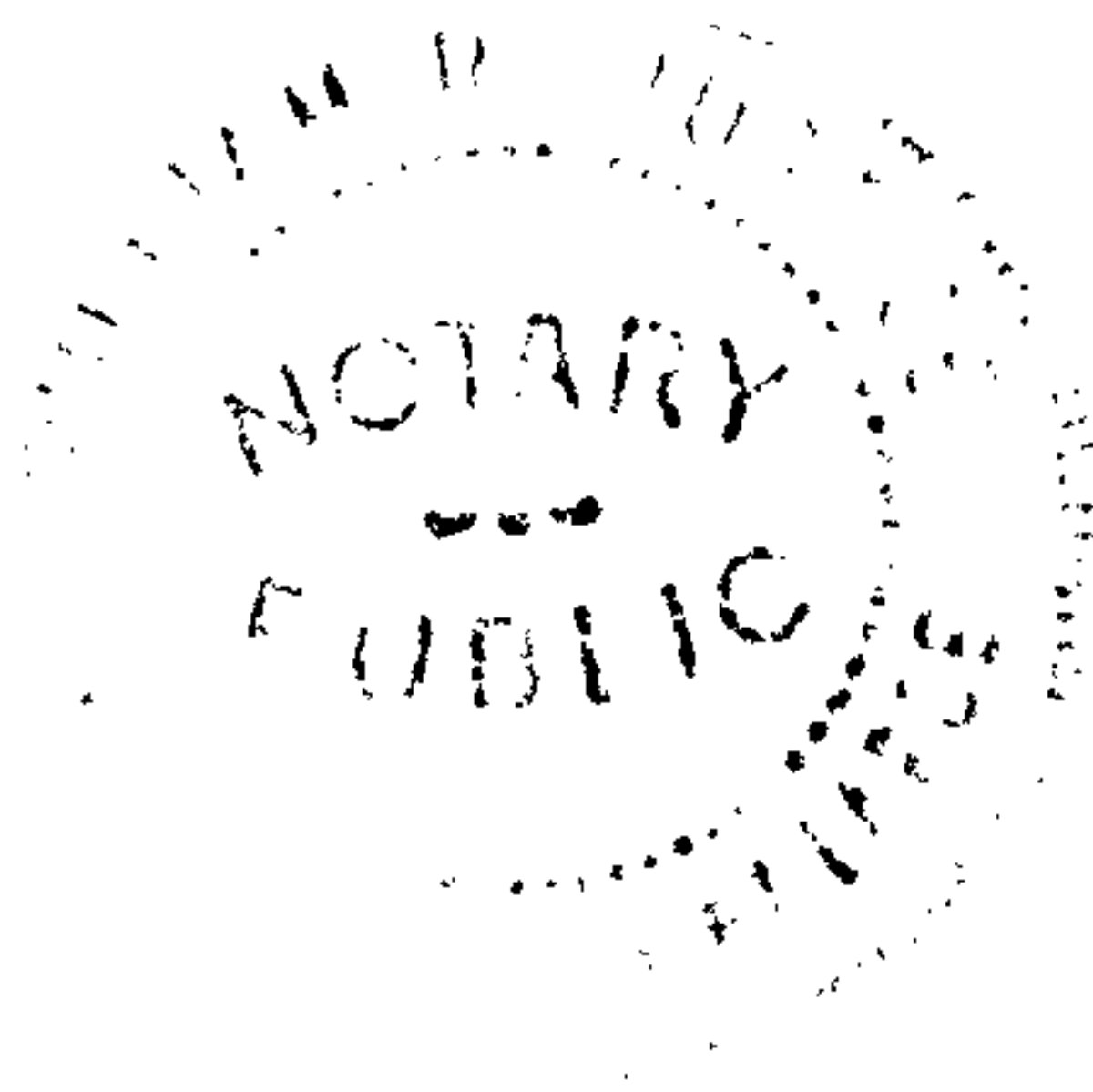

Janice L. Autry

STATE OF ALABAMA
SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Phillip W. Autry and Janice , husband and wife, whose names are signed to the foregoing conveyance, and who 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 8th day of May, 2003.




Notary Public