

This instrument was prepared by
Joel C. WATSON
Attorney at Law
TITLE NOT EXAMINED
ATTORNEY DID NOT CLOSE TRANSACTION

SECURED MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY) KNOW ALL MEN BY THESE PRESENTS: That Whereas,

WILSON WARD HAIRE~~SON~~ , A MARRIED MAN

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

LARRY McMULLINS

_____ (hereinafter called "Mortgagee," whether
one or more), in the sum of SEVEN THOUSAND DOLLARS AND NO\100 Dollars (\$
7000.00), as evidenced by A NOTE OF EVEN DATE.

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,

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 EXHIBIT A FOR LEGAL

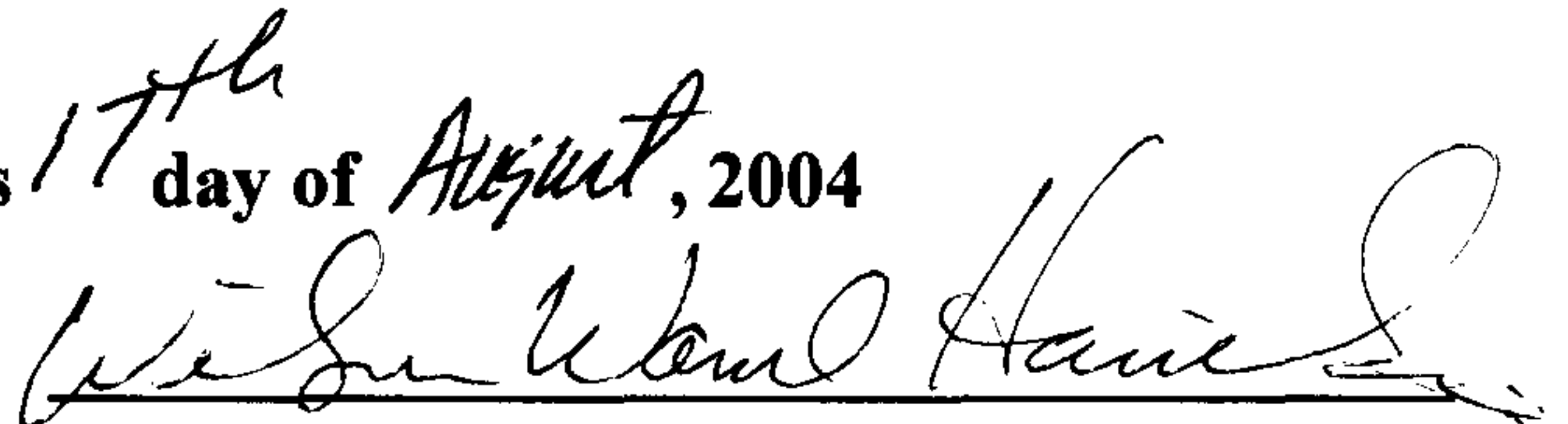
Said property is warranted free from all encumbrances and against any adverse claims,
except as stated above.

To Have and To Hold the above granted property unto 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 in subject to foreclosure as now provided by law in case of past due mortgages, and 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 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 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 therefore; 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

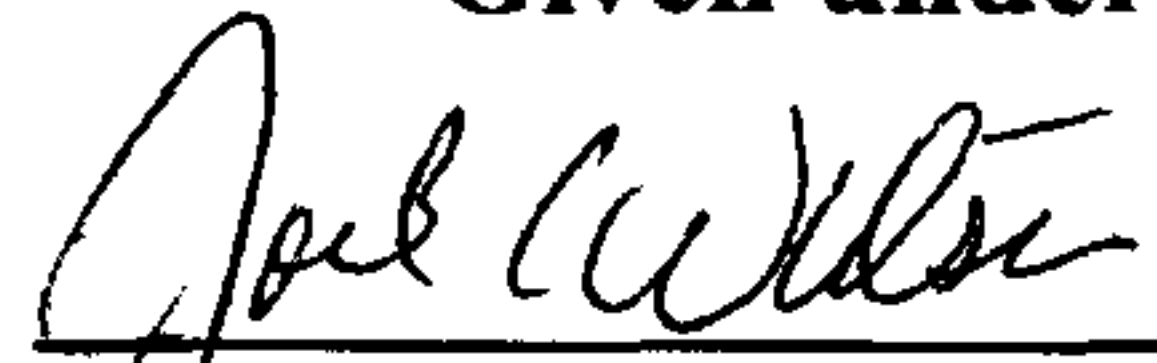
have hereunto set signature and seal, this ^{17th} day of August, 2004



THE STATE OF ALABAMA)
SHLEBY COUNTY)

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

Given under my hand and official seal this 17TH day of AUGUST, 2004.



Notary Public
Commission expires 10/6/04

THE STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as 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 the conveyance he/she, 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 day of , 199

Notary Public

Exhibit A Mortgage HARKESON to McMULLINS

PARCEL I:

Commence at the northwest corner of the NW 1/4 of the NE 1/4 of Section 11, Township 24 North, Range 15 East, Shelby County, Alabama and run thence southerly along the west line of said quarter-quarter 357.21 feet to a point; thence turn 91 degrees 42 minutes 35 seconds left and run easterly 667.29 feet to the point of beginning of the property being described; thence continue along last described course 730.57 feet to a steel rebar corner on the westerly margin of Shelby County Highway No. 71; thence turn 109 degrees 47 minutes 42 seconds right and run southwesterly along said margin of said Highway 71 a distance of 77.99 feet to a steel rebar corner; thence turn 70 degrees 10 minutes 01 seconds right and run westerly 511.69 feet to a steel rebar corner; thence turn 92 degrees 05 minutes 05 seconds right and run northerly 44.00 feet to a steel rebar corner; thence turn 92 degrees 05 minutes 05 seconds left and run westerly 200.00 feet to a steel rebar corner; thence turn 78 degrees 36 minutes 15 seconds right and run north-northeasterly 30.00 feet to the point of beginning.

According to the survey of Joseph E. Conn, Jr. Ala. Registered PLS #9049, dated January 6, 1997.

PARCEL II:

Commence at the northwest corner of the NW 1/4 of the NE 1/4 of Section 11, Township 24 North, Range 15 East, Shelby County, Alabama and run thence southerly along the west line of said quarter-quarter 357.21 feet to a point; thence turn 91 degrees 42 minutes 35 seconds left and run easterly 667.29 feet to a point; thence turn 101 degrees 23 minutes 45 seconds right and run south-southwesterly 30.00 feet to a steel rebar corner and the point of beginning of the property being described; thence continue along last described course 335.95 feet to a steel rebar corner on the northerly margin of Shelby County Highway No. 46; thence turn 88 degrees 43 minutes 18 seconds left and run east-southeasterly along said margin of said highway 125.22 feet to the P.C. of a curve to the right; thence turn 03 degrees 43 minutes 12 seconds right to chord and run southeasterly along said chord of said curve a chord distance of 138.67 feet to a steel rebar corner; thence turn 104 degrees 18 minutes 34 seconds left from chord and run northerly 415.82 feet to a steel rebar corner; thence turn 92 degrees 05 minutes 05 seconds left and run westerly 200.00 feet to the point of beginning.

According to the survey of Joseph E. Conn, Jr. Ala. Registered PLS #9049, dated January 6, 1997.