This instrument was prepared by:

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PO Box 822, Columbiana, AL 35051

MORTGAGE DEED

STATE OF ALABAMA COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JIMMY L. NIX AND WIFE, EVA M NIX

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

JOHNNY ETRESS AND KATHRYN HATCHER ETRESS

(hereinafter called "Mortgagee", whether one or more),

in the sum of NINETEEN THOUSAND AND NO/100 DOLLARS (\$19,000.00) evidenced by a mortgage note.

And whereas, Mortgagors agreed, in incurring said indebtedness, which this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

JIMMY L. NIX AND EVA M NIX

.

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 DESCRIPTION.

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



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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

JIMMY L. NIX AND EVA M. NIX

Have hereunto set their signatures and seals, this 24TH day of OCTOBER, 2005.

STATE OF ALABAMA

SHELBY COUNTY

I, MICHAEL T. ATCHISON, a Notary Public in and for said County, in said State, hereby certify

that

JIMMY L NIX AND EVA M NIX

whose names is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the conveyance she executed the same voluntarily on the day the same bears date)

Giffen under thy hand and official seal this 24TH day of SEPTEMBER, 2005.

Notary Public

My commission expires: 10-16-08

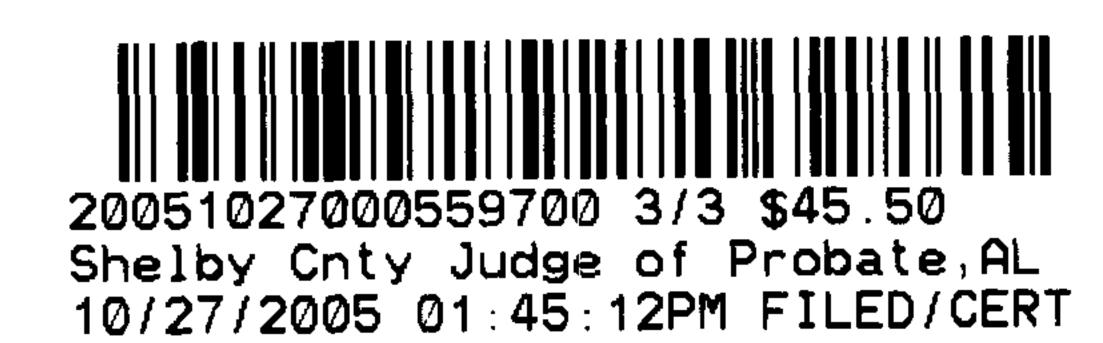


EXHIBIT "A" LEGAL DESCRIPTION

PARCEL I:

A part of the SW 1/4 of the SE 1/4 of Section 15, Township 24 South, Range 15 East, more particularly described as follows: Commence at the SW corner of Section 15, Township 24 South, Range 15 East, and run thence East with the section line for a distance of 2,628.85 feet to an iron pin at the Southwest corner of the SW 1/4 of the SE 1/4 of said section; thence with a deflection angle to the left of 88 degrees 01 minute 42 seconds run northerly a distance of 832.01 feet to the point of beginning which is the Southwest corner of Lot No. 6 as shown on a survey of Reese E. Mallette, Jr., Land Surveyor, Alabama License No. 2950, dated September, 1970; thence continue in the same direction a distance of 166.40 feet to the Northwest corner of said Lot No. 6; thence turn to the right and run easterly parallel with the southern boundary of said 1/4-1/4 section a distance of 330.00 feet to a point, which point is the Northeast corner of said Lot No. 6; thence turn right and run southerly parallel with the western boundary of the lot herein conveyed a distance of 166.24 feet to a point, which said point is the Southeast corner of said Lot No. 6; thence turn to the right and run westerly parallel with the southern boundary of said 1/4-1/4 section a distance of 330.00 feet to the point of beginning.

There is reserved across the eastern 30 feet of the herein described property, an easement for ingress and egress to be used by grantors and grantees in connection with access to the other property located in said 1/4-1/4 section and grantors and grantees herein do hereby create and establish over each of said Lots 1 through 8, inclusive, a 30 foot easement over the East 30 feet of each of said lots in favor of grantors, grantees, their heirs, successors and assigns.

PARCEL II:

A part of the SW 1/4 of the SE 1/4 of Section 15, Township 24 North, Range 15 East, more particularly described as follows: Commence at the SW corner of Section 15, Township 24 North, Range 15 East and run thence East along the South boundary of said section for a distance of 2,628.85 feet to an iron pin at the SW corner of Lot #1 according to a survey of Reese E. Mallette, Jr., Land Surveyor, Alabama License #2950, dated September 1970; thence turn an angle of 88 degrees 01 minute 42 seconds to the left and run northerly a distance of 998.41 feet to the point of beginning, which said point of beginning is the SW corner of Lot #7 according to said survey of Reese E. Mallette, Jr; thence continue in the same direction a distance of 166.4 feet to a point; thence turn an angle to the right of 88 degrees 15 minutes 07 seconds and run easterly a distance of 330 feet to a point; thence turn to the right an angle of 91 degrees 44 minutes 53 seconds and run southerly a distance of 156.48 feet to a point on the northeasterly right of way line of a county road; thence continue in the same direction a distance of 9.76 feet to the SE corner of Lot #7 according to said survey of Reese E. Mallette, Jr; thence turn to the right and run westerly a distance of 330 feet to the point of beginning.