This instrument was prepared by

(Name) Lilly C. Epperson

(Address) 111 Silverleaf Drive, Pelham, AL. 35124

20060201000050750 1/3 $272.00
Shelby Cnty Judge of Probate, AL
02/01/2006 09:22:20AM FILED/CERT

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY of Shelby } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

William H. Parker, an unmarred man

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

Lilly C. Epperson

(hereinafter called "Mortgagee", whether one or more), in the sum of One hundred seventy thousand and no/100---------- Dollars ($ 170,000.00), evidenced by Real Estate Mortgage Note

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,

William H. Parker, an unmarried man

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 attached Exhibit "A" for complete legal description of property being conveyed.

Subject to easements and restrictions of record.

Said property is warranted free from all incumbrances 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 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 William H. Parker, an unmarried man

have hereunto set his signature and seal, this 15th day of OCTOBER, 2005

William H. Parker (SEAL)

William H. Parker (SEAL)

(SEAL)

(SEAL)

THE STATE of Alabama
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William H. Parker, an unmarried man

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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of OCTOBER, 2005

Commexp 01-25-2009 Notary Public

THE STATE of
COUNTY

I, , a Notary Public in and for said County, in said State, hereby certify that

whose name as of 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 such conveyance, he, 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 the day of , 19

, Notary Public

20060201000050750 2/3 $272.00
Shelby Cnty Judge of Probate, AL
02/01/2006 09:22:20AM FILED/CERT

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE — ABSTRACTS
Birmingham, Alabama

EXHIBIT A

20060201000050750 3/3 $272.00
Shelby Cnty Judge of Probate, AL
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PARCEL I

All that part of the W ½ of the NW ¼ of the SE ¼ of Section 24, Township 19 South, Range 1 East, that lies South of the Florida Short Route highway right of way. Also, all that part of the West 330 feet of the SW ¼ of the NE ¼ of Section 24, Township 19 South, Range 1 East, that lies South of the Florida Short Route Highway.

Situated in Shelby County, Alabama.

PARCEL II

Part of the NE ¼ and SW ¼ and part of the SE ¼ of NW ¼ of Section 24, Township 19 South, Range 1 East more particularly described as follows: Begin at the SE corner of the NE ¼ of SW ¼ of Section 24, run North along the North and South centerline of Said Section to the South right of way Line of Highway 91 or 280; thence angle left and run west along said right of way to a point which point is 165 feet west of said center line; thence angle left and run south parallel to the east line to the south ¼-¼ section line of the NE ¼ of the SW ¼; thence angle left and run east along said ¼-¼ section line to point of beginning. Said tract is known as the Jess W. Stephens tract on Highway 280, being the same property described in Deed Book 188, Page 270, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL III

A part of the NE ¼ of the SE ¼ and part of the SE ¼ of the NW ¼ of Section 24, Township 19, Range 1 East, more particularly described as follows:

Beginning on the South line of said NE ¼ of the SW ¼ of said Section, Township and Range, at a point 825 feet Easterly of the SW corner of said forty; thence run Northerly, parallel with the North and South center line of said Section to a point 350 feet south of U.S. Highway 280 and corner; thence turn 90 degrees to the right and run 200 feet to the Westerly boundary line of said roadway and corner; thence Northerly along said roadway line, parallel with said center Section line 350 feet to the Southerly boundary line of the right of way of said Highway No. 280 and corner; thence Easterly along said Highway right of way line 130 feet to the West boundary line of land belonging to or formerly belonging to B. George and corner; thence Southerly, parallel with said center section line to the South forty line of said NE ¼ of SW ¼ and corner; thence Westerly along said South forty line to the point of beginning.

Subject to existing rights of way for public roads and utility lines; Subject to any former conveyance or reservations of minerals and mining privileges.