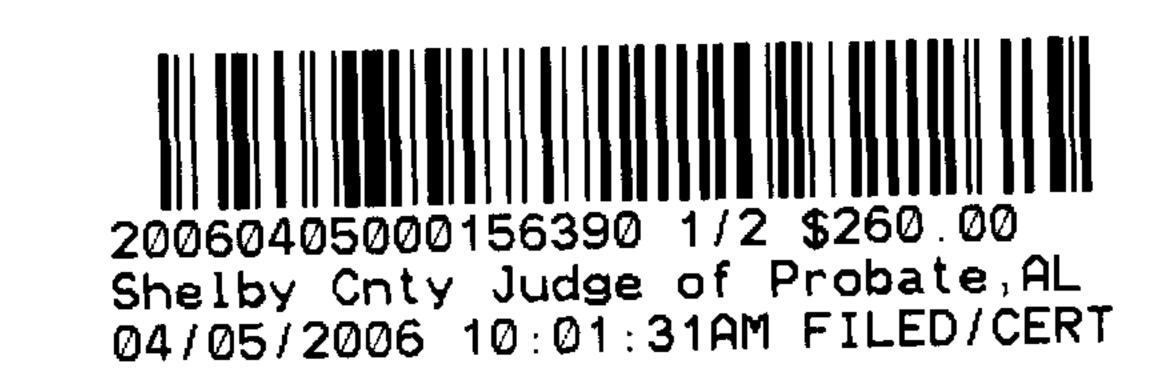
This Instrument was prepared by: WALLACE, ELLIS, FOWLER & HEAD P. O. Box 587 Columbiana, AL 35051



MORTGAGE

STATE OF ALABAMA }
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Harry O. Burks, Jr. and wife, Robbie Lynn Burks (hereinafter called "Mortgagors", whether one or more) are justly indebted, to JOHN DAVID TUTEN and wife, CYNTHIA ETRESS TUTEN (hereinafter called "Mortgagee", whether one or more), in the sum of One Hundred Sixty-Four Thousand Dollars (\$164,000.00), evidenced by one Real Estate Mortgage Note of this date in the amount of \$164,000.00, with no interest until maturity on any unpaid portion thereof at such time, from date, at the rate of _0%_ per annum, said \$164,000.00 being due and payable as follows: \$1,000.00 being due and payable on the 4th day of each month after date, beginning May 4, 2006, for 14 months, and a final payment of \$150,000.00 being due and payable on July 4, 2007, until said sum is paid in full.

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, Harry O. Burks, Jr. and wife, Robbie Lynn Burks, 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:

A portion of the NW 1/4 of the NE 1/4 and the NE 1/4 of the NW 1/4 of Section 16, T-24-N, R-15-E, described as follows:

Begin at the S.W. corner of the N W 1/4 of the NE 1/4 of Section 16-T-24-N, R-15-E and run northerly along the west side of said quarter-quarter section for 30.01 ft. to the point of beginning. Then turn an angle of 91 deg. 46 min. 17 sec. to the right and run easterly for 48.28 ft., then turn an angle of 66 deg. 54 min. 10 sec. to the left and run northeasterly for 210.00 ft., then turn an angle of 113 deg. 05 min. 50 sec. to the left and run westerly for 314.92 ft. to a point on the east 200 ft. right of way of State Highway No. 145 (said point being on a curved portion of said R.O.W. said curve being concave southeasterly and having a radius of 7539.44 ft.), then turn an angle to the left and run southwesterly along said R.O.W. for 34.02 ft. to the end of said curved portion of said R.O.W., then run southwesterly along said R.O.W. 176.00 ft., then turn an angle of 113 deg. 05 min. 10 sec. to the left and run easterly for 266.72 ft. back to the point of beginning. The above described parcel contains 1.397 acres, and is subject to the easements, rights of ways, and restrictions of record.

Also included with the above described parcel is an easement for access and egress described as follows: Begin at the S.E. corner of the NE 1/4 of the NW 1/4 of Section 16, T-24-N, R-15-E and northerly along the east side of the said quarter-quarter section for 30.01 ft. to the point of beginning. Then turn an angle of 88 deg. 13 min. 43 sec. to the left and run westerly along the north side of the 30 ft. wide easement hereon described to the east R.O.W. of State Highway No. 145.

According to survey dated March 31, 1978, of William J. Egan, Jr., Reg. No. 10925.

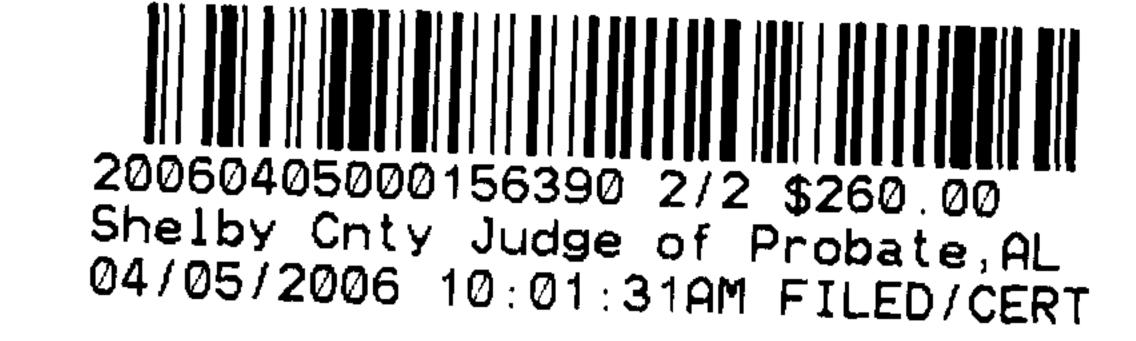
Subject to the following:

- 1. Taxes for 2006 and subsequent years. 2006 ad valorem taxes are a lien but not due and payable until October 1, 2006.
- 2. Transmission line permits to Alabama Power Company recorded in Deed Book 139, page 129 and Deed Book 133, page 412.
- 3. Public road right of way to Shelby County, recorded in Deed Book 177, page 61; Deed Book 235, page 355 and Deed Book 238, page 872.

4. Easement to South Central Bell recorded in Deed Book 320, page 987.

5. Easement for Columbiana Water Board as shown on survey of William J. Egan, dated July 27, 1979.

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 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 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, Harry Burks and wife, Robbie Lynn Burks have hereunto set their signatures and seal, this _____ day of April, 2006.

Robbie Lynn Byrks

(SEAL)

THE STATE OF ALABAMA SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Harry Burks, and wife, Robbie Lynn Burks 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 day of April, 2006.