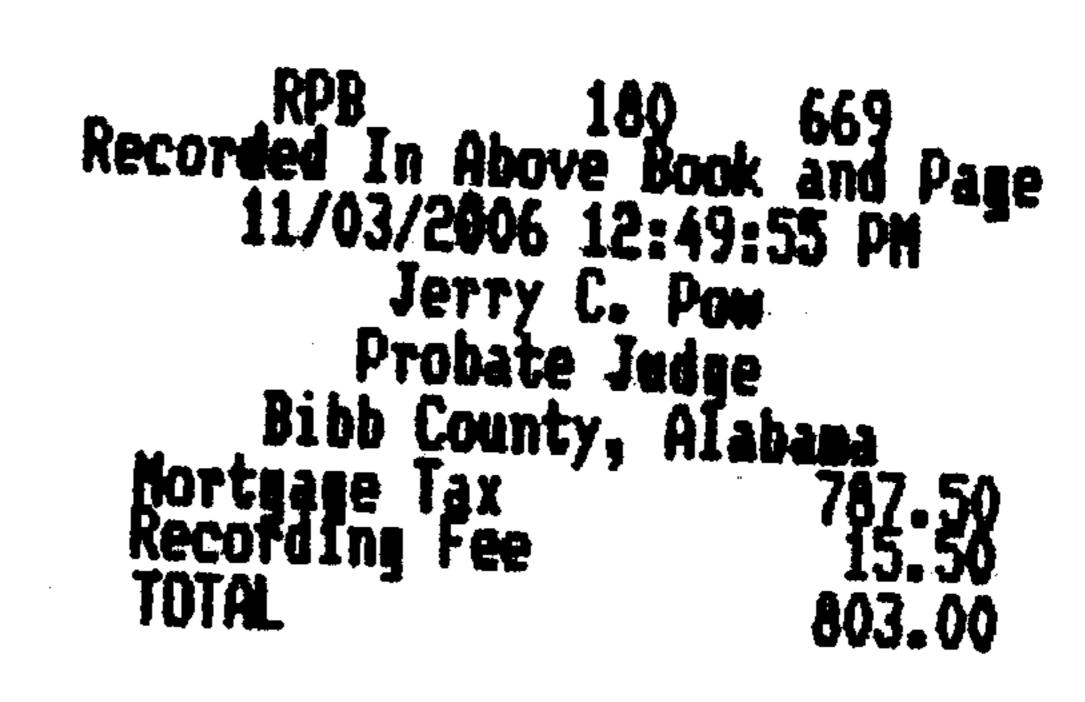
20061108000547500 1/3 \$18.00 Shelby Cnty Judge of Probate, AL 11/08/2006 08:22:32AM FILED/CERT

This instrument prepared by MARK S. BOARDMAN BOARDMAN, CARR & HUTCHESON, P.C. 400 BOARDMAN DRIVE CHELSEA, AL 35043



MORTGAGE

STATE OF ALABAMA
COUNTY OF BIBB and SHELBY

KNOW ALL MEN BY THESE PRESENTS:

That Whereas,

EDDIE NABORS AND WIFE, DORIS NABORS,

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

JAMES NELSON AND JONI NELSON, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE NELSON LIVING TRUST, DATED JULY 25, 2005, AND ANY AMENDMENTS THERETO

(hereinafter called "Mortgagee", whether one or more), in the sum of

FIVE HUNDRED TWENTY-FIVE THOUSAND AND NO/100THS Dollars (\$ 525,000.00) evidenced by

A NOTE OF EVEN DATE.

Said note to be paid in full by the 11th day of November, 2008, or upon the sale of the mortgagors' home located at 118 Trumpington Way, Pelham, Alabama, whichever occurs first.

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,

EDDIE NABORS AND WIFE, DORIS NABORS,

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in SHELBY AND BIBB Counties, State of Alabama, to-wit:

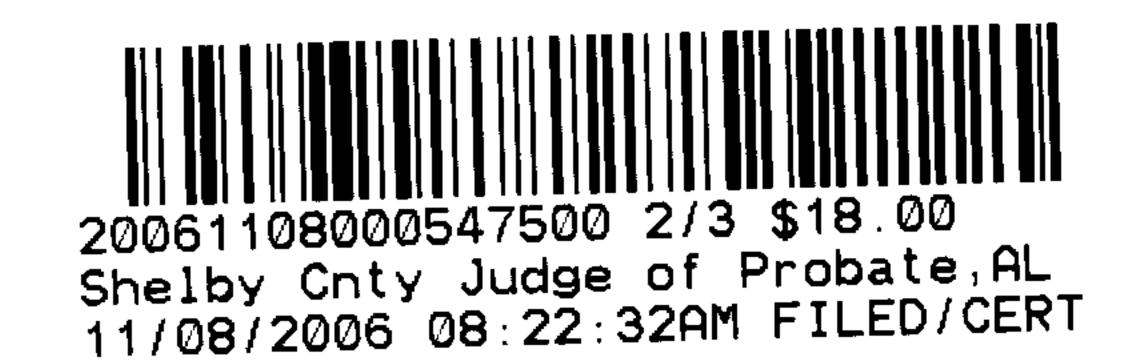
Tract I:

Part of Section 19, Township 24 North, Range 12 East, Bibb County, Alabama, described as follows: From the Northwest corner of said Section, run East along the Section line, 90.6 feet; thence South parallel to the West line of the Section 2290 feet to the center of Mahan Creek; thence Easterly along said creek to a point 1157.8 feet East of the West line of said Section; thence North, parallel to the Section line, 1760 feet to the North line of said Section; thence West along said line 1067.2 feet to the point of beginning; being situated and lying in Bibb County, Alabama.

Tract II:

Part of Section 18, Township 24 North, Range 12 East, Shelby County, Alabama, described as follows: From the Southwest corner of said Section, run East along the Section line 90.6 feet to the point of beginning; thence continue East along the Section line 1067.2 feet; thence North, parallel to the Section line, 980 feet to the South right of way of Alabama Highway No. 25; thence Westerly along said right of way 1079.7 feet to a point 90.6 feet East fo the West line of the Section; thence South to the point of beginning; being situated in Shelby County, Alabama.

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Tract III:

Commence at the Northwest corner of Section 19, Township 24 North, Range 12 East, Bibb County, Alabama, and run East along the North line of said Section 19 for a distance of 1157.6 feet; thence right 88 deg. 46 min. 48 sec. and run South and parallel to the West line of said Section for a distance of 1278.47 feet to point of beginning; thence left 70 deg. 00 min. and run Southeasterly for a distance of 150.0 feet to a point of intersection with the center line of Mahan Creek; thence Southerly and Westerly along the meanderings of said creek centerline to a point of intersection with a line which is 1157.54 feet East of and parallel to the West line of said Section 19; thence Northerly along said parallel line 450.73 feet to the point of beginning; being situated in Bibb County, Alabama.

Tract IV:

Part of the NW 1/4 of the NW 1/4 of Section 19, Township 24 North, Range 12 East, Bibb County, Alabama, being more particularly described as follows: From the Northwest corner of said Section 19, run in an Easterly direction along the North line of said Section for a distance of 90.6 feet to an existing iron rebar; thence turn an angle to the right of 88 deg. 46 min. 39 sec. and run in a Southerly direction for a distance of 470.0 feet to the point of beginning; thence continue in a Southerly direction along last mentioned course for a distance of 816.53 feet; thence turn an angle to the left of 88 deg. 46 min. 39 sec. and run in an Easterly direction for a distance of 1067.2 feet; thence turn an angle to the left of 91 deg. 13 min. 21 sec. and run in a Northerly direction for a distance of 816.53 feet; thence turn an angle to the left of 88 deg. 46 min. 39 sec. and run in a Westerly direction for a distance of 1067.20 feet to the point of beginning; being situated in Bibb County, Alabama.

The proceeds of this loan have been applied to the purchase price of the herein described property.

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 of 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 same 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 as expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specifically secured, and shall be covered by this Mortgage, and bear interest frm 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 thereof, 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 in case law

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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 conveyance, 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 Eddie Nabors and wife, Doris Nabors have hereunto set my/our signature and seal this 31st day of October, 2006.

| Eddie Nabors | (Seal) |
|--------------|--------|
| Doris Nabors | (Seal) |
| | |

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Eddie Nabors and wife, Doris Nabors, 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 31st day of October, 2006.

STATE OF ALABAMA

SHELBY COUNTY

Notary Public My Commission Expires 10-26-2010

General Acknowledgment

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