

This instrument prepared by:
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P. O. Box 1818
Clanton, AL 35046

## MORTGAGE

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That, whereas, the undersigned mortgagors, Janice O. Clark and A. W. Clark, are justly indebted to William J. Thomas (mortgagee), in the principal sum of Seven Hundred Forty-Five Thousand and no/100 (\$745,000.00) Dollars as evidenced by our promissory waive note bearing even date with this instrument, and due and payable in accord with the terms and provisions of said promissory waive note. And being desirous of securing the punctual payment of said note at maturity, said mortgagors have this day granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said mortgagee, his heirs and assigns, the following described property, situated in Shelby County, and State of Alabama, to-wit:

For point of reference, beginning at the Northwest corner of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, and run South along the West line thereof a distance of 660 feet; thence run East and parallel to the North line of said section a distance of 1100 feet, more or less, to a point on the western margin of the Montevallo Public Road, said point being the point of beginning; thence run Southerly along the Westerly side of said road, 100.00 feet to an iron pin; thence turn an angle to the right of 0°44'39" and run Southerly along the Westerly side of said road 100.00 feet to an iron pin; thence turn an angle to the right of 68°04'1" and run Westerly 598.04 feet to an iron pipe; thence turn an angle to the right 111°39'05" and run Northerly 100.09 feet to an iron pipe; thence turn an angle to the right of 1°07'42" and run Northerly 99.31 feet to an iron pipe; thence turn an angle to the right of 67°05'04" and run East 596.15 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT: A part of the NW¼ of the NW¼, Section 14, Township 21 South, Range 3 West, identified as Tract No. 10, Project No. STPAA-458(1), Shelby County, Alabama, and being more particularly described as follows: Commence at the SE corner of said NW¼ of the NW¼; thence West along the South line of said

NW¼ of NW¼ a distance of 530 feet, more or less, to the present Northwest right of way line of Alabama Highway No. 119; thence Northeasterly along said right of way line a distance of 505 feet, more or less, to the South property line and the point of beginning of the property herein to be conveyed; thence continue Northeasterly along said right of way line a distance of 198 feet, more or less, to the North property line; thence Westerly along said property line a distance of 27 feet, more or less, to a point on a line which extends from a point that is 90 feet Northwesterly of and at right angles to the centerline of said Project No. STPAA-458(1) at P. T. Station 455+90.39 to a point that is 80 feet Northwesterly of and at right angles to said centerline at Station 461+25; thence Southwesterly along a line which if extended, would intersect said point that is 90 feet Northwesterly of and at right angles to the centerline of said Project No. STPAA-458(1) at P. T. Station 455+90.39 a distance of 203 feet, more or less, to the south property line; thence Easterly along said property line a distance of 38 feet, more or less, to the point of beginning being situated in Shelby County, Alabama.

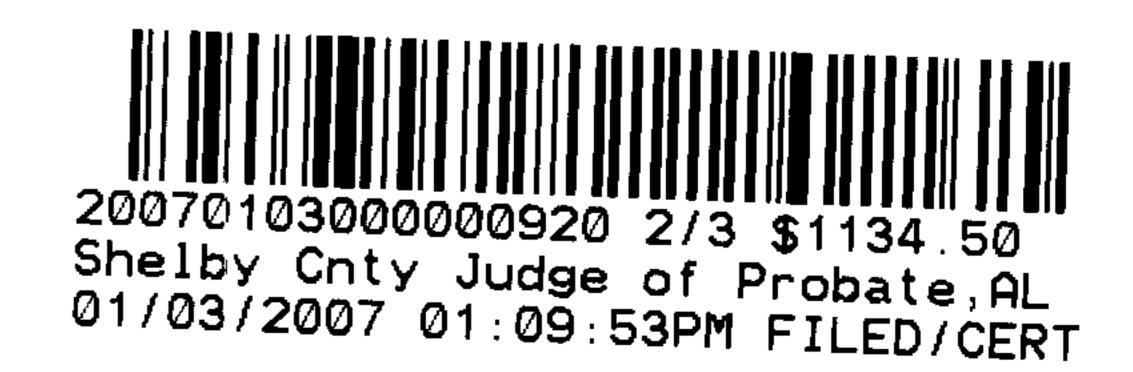
The above described real estate constitutes no part of the homestead of either mortgagor.

warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD, all of the above described property, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the same, to the said mortgagee, his heirs and assigns forever.

Now, the conditions of the above conveyances are such that if said mortgagors pay or cause to be paid the hereinbefore described note when the same falls due, then this conveyance is to cease and to be void; but should said mortgagors make default in the payment of said note in whole or in part at maturity, then the said mortgagee, his heirs or assigns, their agent or attorney, may take possession of said property and with or without possession, sell the same either on the premises or at the courthouse door of said county, at public outcry, to the highest bidder for cash, after having given twenty-one days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, and apply the proceeds of such sale as follows: First, to the payment of all the costs and expenses incident to such sale and conveyances, including a reasonable attorney's fee. Second, to the payment of what may be due on the hereinbefore described note, and the surplus, if any, to be turned over to said mortgagors or their legal representatives.

And in the event of sale of any of the hereinbefore described property, or any part thereof under the power of sale herein contained, the said mortgagee, his heirs or assigns, may be bidders for and purchasers of said property or any part thereof and in the event of any purchase by



the said mortgagee or his heirs or assigns, at such sale, the agent or attorney making the sale is hereby authorized and empowered to execute to them a property conveyance for the lands so purchased. And said mortgagors will for their heirs and assigns, covenant with the said mortgagee, his heirs and assigns, that they will warrant the titles so made, and forever defend them in the quiet and peaceful possession of the same, against the lawful claims of all persons whomsoever, and said mortgagors agree to pay all taxes or assessments, when imposed legally on said property, within thirty days of the same becoming delinquent.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 28th day of December, 2006.

Janick O. Clark

A. W. Clark

STATE OF ALABAMA

CHILTON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Janice O. Clark and A. W. Clark, 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 the 28th day of December, 2006.

Notary Public

200701030000000920 3/3 \$1134.50 Shelby Cnty Judge of Probate, AL 01/03/2007 01:09:53PM FILED/CERT