This instrument was prepared by:

Michael T. Atchison, Attorney At Law
PO Box 822, Columbiana, AL 35051

# MORTGAGE DEED

# STATE OF ALABAMA COUNTY of Shelby

## KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Walter L. Bryant Jr. and wife, Lisa L. Bryant (hereinafter called "Mortgagors", whether one or more are justly indebted to

Arthur Lee Perkins and wife, Vicki Perkins (hereinafter called "Mortgagee", whether one or more),

in the sum of \$150,000.00 evidenced by a real estate mortgage note of even date.

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,

Walter L. Bryant Jr. and wife, Lisa L. Bryant,

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:

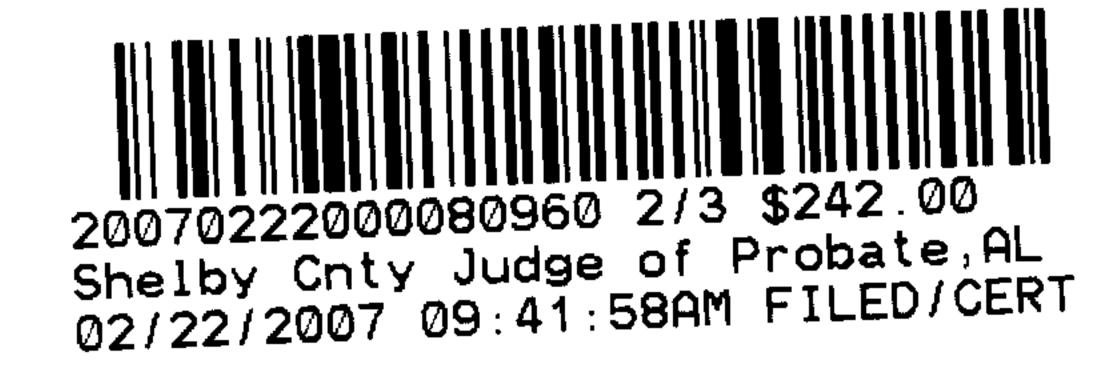
#### TRACT I:

A parcel of land situated in the S ½ of the NE ¼ of Section 36, Township 21 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows:

#### PARCEL 1:

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Commence at the NW corner of the SE ¼ of NW ¼ of said Section 36, Township 21 South, Range 1 East, Shelby County, Alabama; thence South 89 degrees 53 minutes 40 seconds East, a distance of 2,540.97 feet; thence South 22 degrees 00 minutes 15 seconds East, a distance of 443.41 feet to the point of beginning; thence North 49 degrees 07 minutes 10 seconds East, a distance of 10.23 feet to the Coosa River (the following calls will be along the Coosa River until otherwise noted); thence South 41 degrees 28 minutes 44 seconds East, a distance of 7.40 feet; thence South 62 degrees 59 minutes 33 seconds East, a distance of 24.21 feet; thence South 85 degrees 43 minutes 26 seconds East, a distance of 19.04 feet; thence South 43 degrees 32 minutes 28 seconds East, a distance of 64.12 feet; thence South 36 degrees 40 minutes 58 seconds West and leaving said Coosa River, a distance of 451.11 feet; thence South 64 degrees 16 minutes 28 seconds East, a distance of 308.59 feet; thence South 86 degrees 41 minutes 29 seconds East, a distance of 129.14 feet to the Coosa River (the following calls will be along the Coosa River until otherwise notes); thence South 81 degrees 57 minutes 23 seconds West, a distance of 14.08 feet; thence South 63 degrees 52 minutes 51 seconds East a distance of 18.80 feet; thence North 81 degrees 14 minutes 26 seconds East, a distance of 8.84 feet; thence South 82 degrees 07 minutes 47 seconds East a distance of 27.26 feet; thence South 88 degrees 54 minutes 31 seconds East, a distance of 73.16 feet; thence South 42 degrees 18 minutes 47 seconds East, a distance of 65.00 feet; thence South 80 degrees 33 minutes 39 seconds West and leaving said Coosa River, a distance of 1,121.46 feet; thence South 09 degrees 26 minutes 21 seconds East a distance of 25.00 feet; thence South 80 degrees 33 minutes 39 seconds West a distance of 187.30 feet; thence North 05 degrees 48 minutes 25 seconds East a distance of



535.86 feet; thence North 74 degrees 02 minutes 50 seconds East, a distance of 575.65 feet; thence North 49 degrees 07 minutes 10 seconds East, a distance of 316.24 feet to the point of beginning.

Subject to a 30-foot easement for ingress, egress, and utilities, lying 15 feet either side of and parallel to the following described centerline:

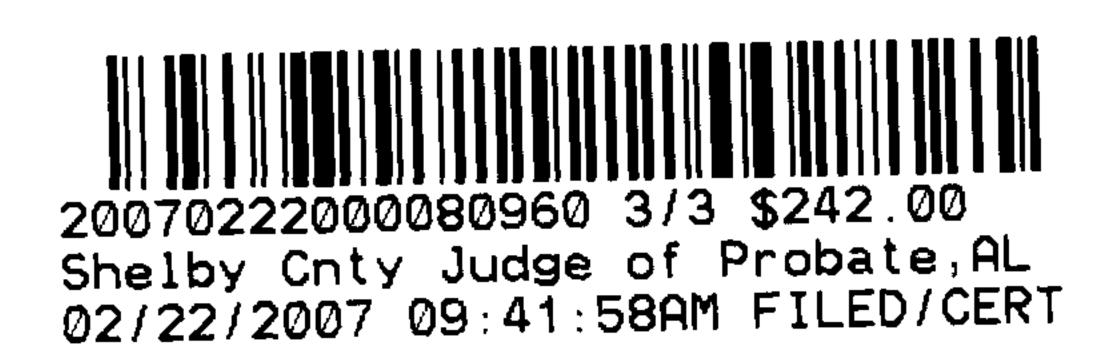
Commence at the NW corner of the SE ¼ of the NW ¼ of said Section 36, Township 21 South, Range 1 East; thence South 89 degrees 53 minutes 40 seconds East a distance of 2,540.97 feet; thence South 22 degrees 00 minutes 15 seconds East, a distance of 443.41 feet; thence South 49 degrees 07 minutes 10 seconds East, a distance of 326.47 feet; thence South 74 degrees 02 minutes 50 seconds West, a distance of 575.65 feet; thence South 05 degrees 48 minutes 25 seconds West, a distance of 535.86 feet; thence North 80 degrees 33 minutes 39 seconds East a distance of 544.99 feet to the point of beginning of said centerline; thence North 06 degrees 23 minutes 24 seconds West, a distance of 58.46 feet; thence North 24 degrees 42 minutes 49 seconds East, a distance of 119.34 feet; thence North 35 degrees 24 minutes 43 seconds East, a distance of 204.16 feet; thence North 23 degrees 56 minutes 45 seconds East, a distance of 32.25 feet; thence North 36 degrees 40 minutes 58 seconds East, a distance of 150.00 feet to the point of ending of said centerline.

# LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

Commence at the NW corner of the SE ¼ of the NW ¼ of said Section 36, Township 21 South, Range 1 East; thence South 89 degrees 53 minutes 40 seconds East a distance of 2,540.97 feet; thence South 22 degrees 00 minutes 15 seconds East, a distance of 443.41 feet; thence South 49 degrees 07 minutes 10 seconds East, a distance of 326.47 feet; thence South 74 degrees 02 minutes 50 seconds West, a distance of 575.65 feet; thence South 05 degrees 48 minutes 25 seconds West, a distance of 535.86 feet; thence North 80 degrees 33 minutes 39 seconds East, a distance thence North 80 degrees 33 minutes 39 seconds East, a distance of 187.30 feet to a point; thence North 09 degrees 26 minutes 21 seconds West a distance of 25.00 feet to a point; thence North 80 degrees 33 minutes 39 seconds East a distance of 357.69 feet to the point of beginning of said exception; thence North 06 degrees 23 minutes 24 seconds West, a distance of 33.46 feet; thence North 24 degrees 42 minutes 49 seconds East, a distance of 119.34 feet; thence North 35 degrees 24 minutes 43 seconds East, a distance of 204.16 feet; thence North 23 degrees 56 minutes 45 seconds East, a distance of 32.25 feet; thence South 66 degrees 03 minutes 15 seconds a distance of 15.00 feet to a point; thence South 06 degrees 23 minutes 24 seconds East a distance of 290 feet, more or less, to a point on the South line of Parcel 1: thence South 80 degrees 33 minutes 39 seconds West a distance of 220 feet, more or less, to the point of beginning.

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

Walter L. Bryant Jr. and wife, Lisa L. Bryant,

Have hereunto set their signatures and seals, this 18<sup>th</sup> day of January, 2007.

Walter L. Bryant Jr

Lisa L. Bryant

STATE OF ALABAMA COUNTY of Shelby

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Walter L. Bryant Jr. and Lisa L. Bryant, whose name(s) is/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 he/she/they/executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of January, 2007.

Notary Public

My commission expires: 10/16/2008

