

This instrument was prepared by:
Michael T. Atchison, Attorney At Law, Inc.
PO Box 822, Columbiana, AL 35051

MORTGAGE

**STATE OF ALABAMA
COUNTY OF SHELBY**

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, John Mark Frey and Amanda C Frey, husband and wife, (hereinafter called "Mortgagors", whether one or more are justly indebted to Otha Nell Holcombe, as Trustee of the Family Trust established in the Last Will and Testament of the said Burl Harold Holcombe, (hereinafter called "Mortgagee", whether one or more), in the sum of One Hundred Fifty Thousand Dollars and no/100 (\$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, John Mark Frey and Amanda C Frey, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in County, State of Alabama, to wit:

See attached Exhibit "A" for Legal Description

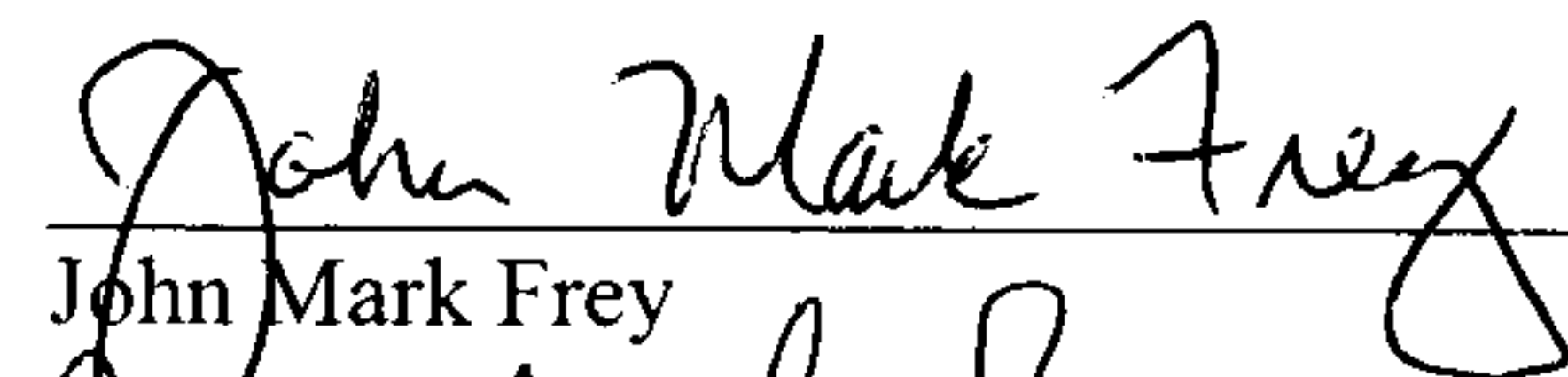
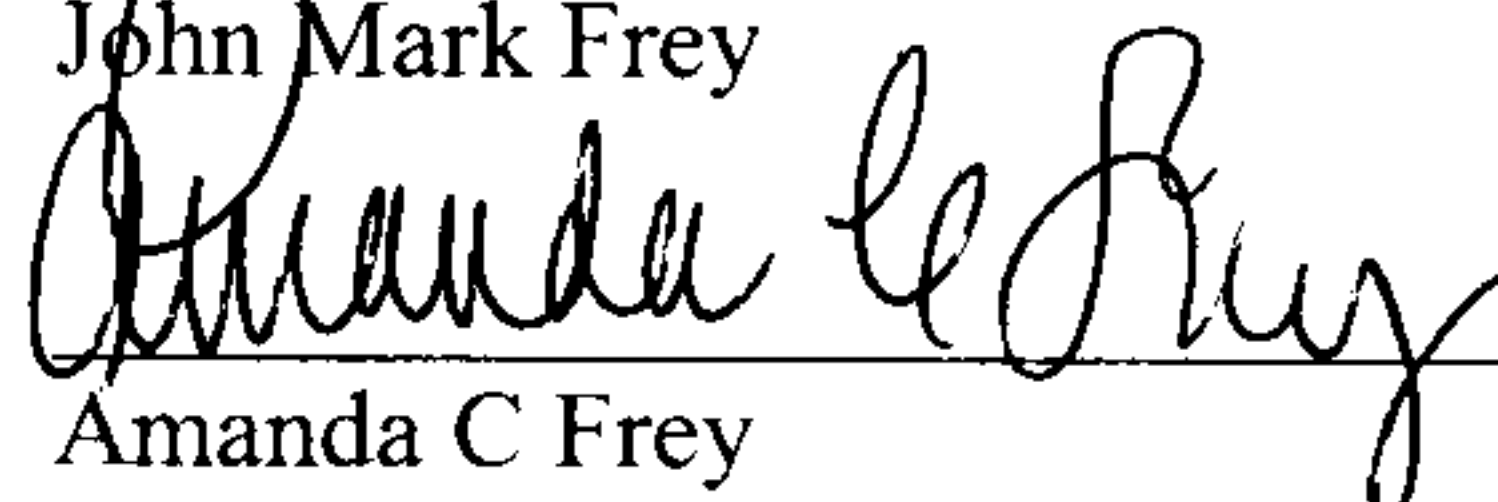
Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

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 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.


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Shelby Cnty Judge of Probate, AL
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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 encumbrance 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 therefore; 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.

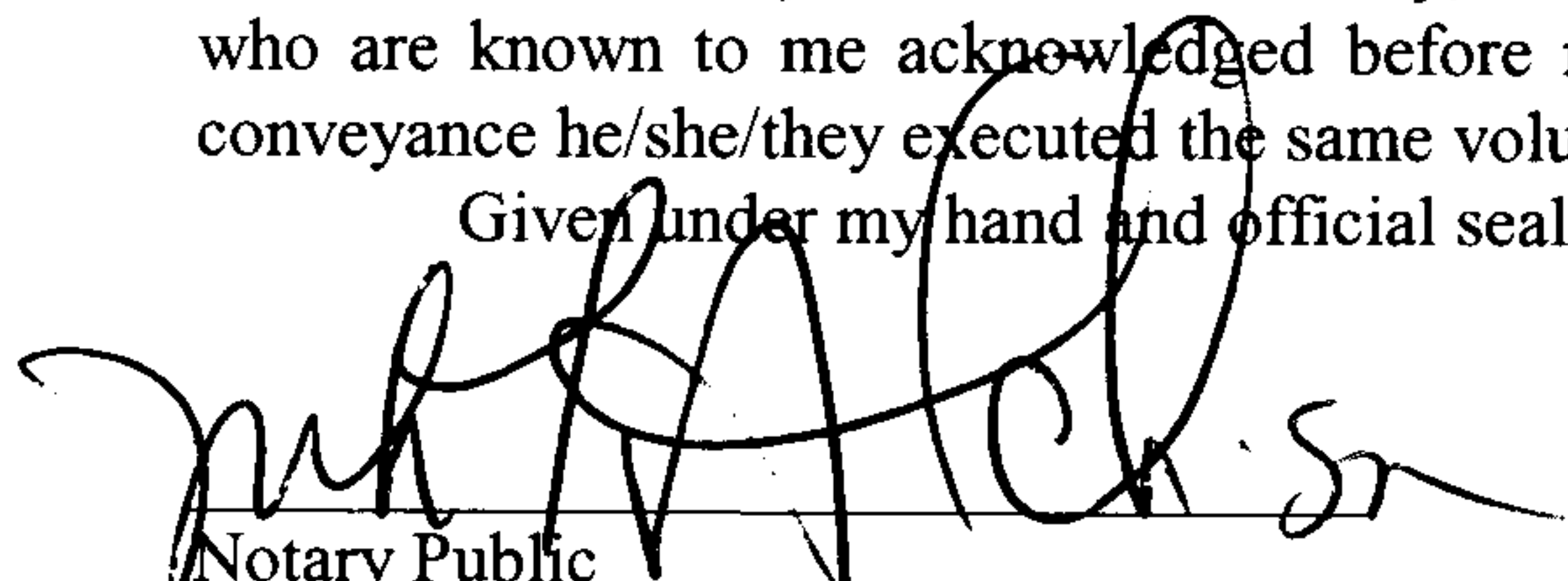
IN WITNESS WHEREOF the undersigned John Mark Frey and Amanda C Frey, have hereunto set their signature and seal this 9th day of July 2009.

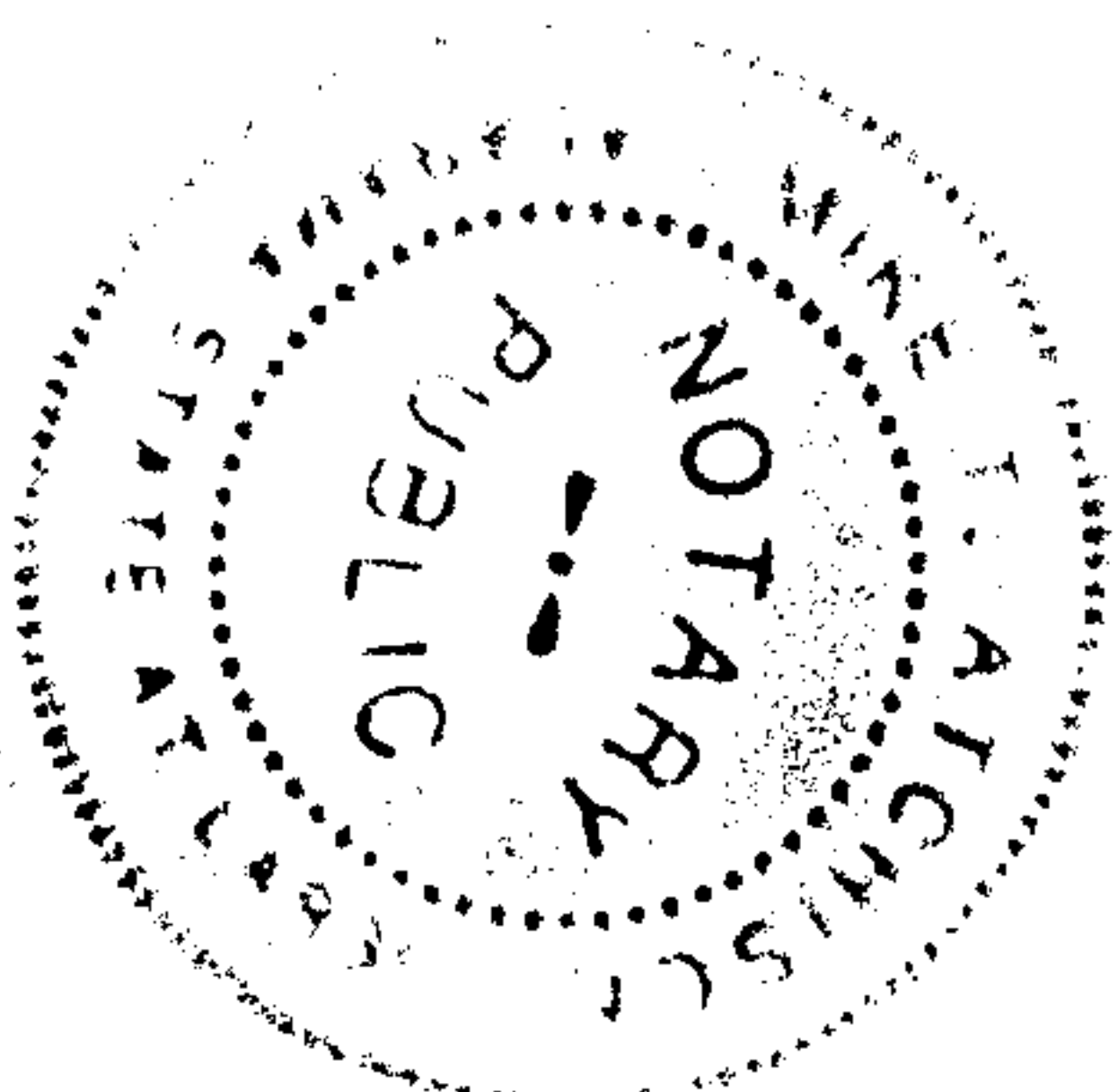

John Mark Frey

Amanda C Frey

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John Mark Frey and Amanda C Frey, 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 9th day of July 2009.


Notary Public
My commission expires: 10/16/2012



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EXHIBIT A


20090727000286770 3/3 \$242.00
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Commence at the northwest corner of the NW1/4 of the NE1/4 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama, run thence southerly along the west boundary of said 1/4-1/4 section a distance of 785.50 feet to a point on the southeast boundary of right-of-way of Ala. Highway No. 25 (Columbiana Bypass), said point being the point of beginning of the property herein described; thence turn an angle of 25 deg. 55 min. to the right and along said boundary of said R.O.W. for a distance of 38.4 feet; thence turn an angle of 114 deg. 50 min. to the left for a distance of 100.0 feet; thence turn an angle of 80 deg. 30 min. to the left a distance of 77.0 feet; thence turn an angle of 83 deg. 50 min. to the left a distance of 70.0 feet to a point on the southeast R.O.W. of Ala. Highway No. 25; thence turn an angle of 80 deg. 50 min. to the left and along said R.O.W. a distance of 66.6 feet to the point of beginning.

Commence at the Northwest corner of the NW1/4 of the NE1/4 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama, run thence southerly along the west boundary of said 1/4-1/4 section a distance of 785.50 feet to a point on the southeast boundary of Right of way of Ala. Highway No. 25 (Columbiana Bypass), thence turn an angle of 154 deg. 05 min. left and along said boundary of said R.O.W. for a distance of 66.6 feet to the point of beginning of property herein described; thence continue northeasterly along said R.O.W. a distance of 37.0 feet to a point; thence turn an angle of 90 deg. 00 min. right and a distance of 82.0 feet to a point; thence turn an angle of 86 deg. 00 min. right and a distance of 100.0 feet to a point; thence turn an angle of 168 deg. 40 min. right and a distance of 77.0 feet to a point; thence turn an angle of 83 deg. 50 min. left and a distance of 70.0 feet to the point of beginning.