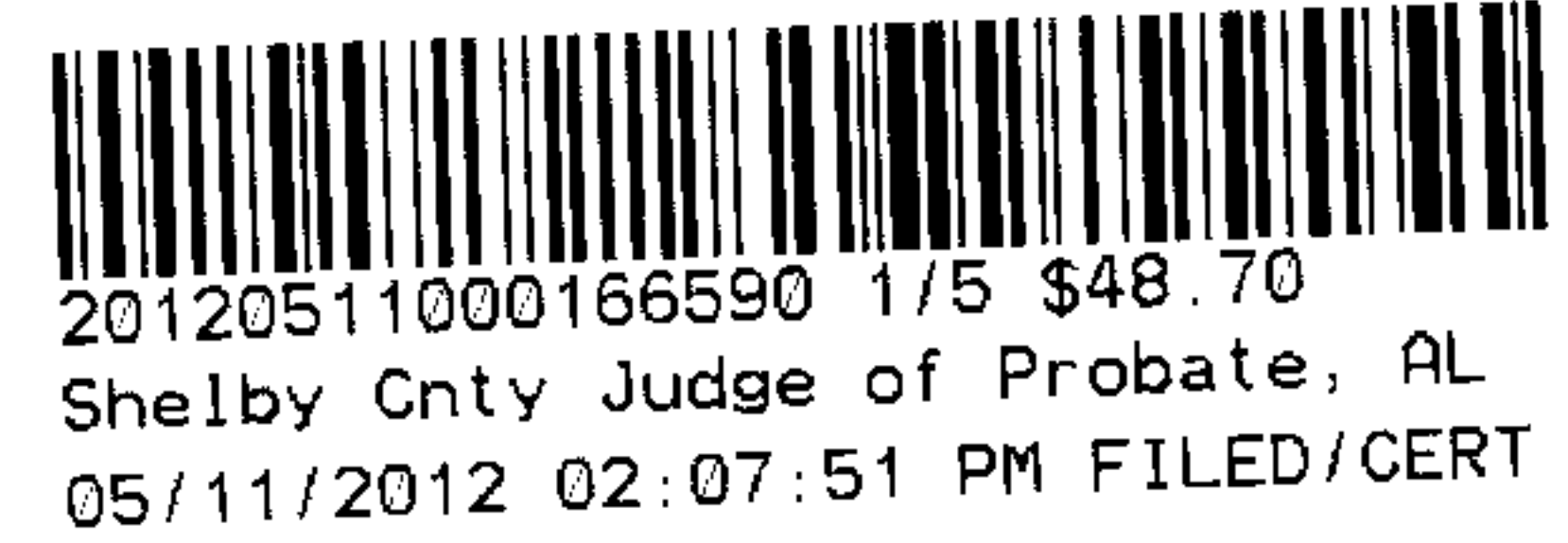


(Description supplied by parties. No verification of title or compliance with governmental requirements has been made by preparer of mortgage.)

STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

THIS INSTRUMENT PREPARED BY:  
Wallace, Ellis, Fowler, Head & Justice  
P. O. Box 587  
Columbiana, AL 35051



MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned Timothy H. Moody and wife, Holly B. Moody, are justly indebted to Victor Creighton Laircey as Trustee of the Victor Creighton Laircey and Imogene McCorkel Laircey Qualified Personal Residence Trust, dated August 17, 2010, and or his heirs, successors and/or assigns, in the sum of Fifteen Thousand Seven Hundred Fifty Four and 65/100 Dollars (\$15,754.65) (the "Indebtedness") evidenced by a promissory note of even date, and

WHEREAS, it is desired by the undersigned to secure the prompt payment of the Indebtedness.

NOW, THEREFORE, in consideration of the Indebtedness, and to secure the prompt payment thereof at maturity, the undersigned Timothy H. Moody and wife, Holly B. Moody (hereinafter, the "Mortgagors"), do hereby grant, bargain, sell and convey unto the said Victor Creighton Laircey as Trustee of the Victor Creighton Laircey and Imogene McCorkel Laircey Qualified Personal Residence Trust, dated August 17, 2010, and or his heirs, successors and/or assigns (hereinafter, the "Mortgagees"), the following described real property (the "Property") situated in Shelby County, Alabama, to-wit:

Lot No. 19, according to the Map of the 1974 Addition of Shelby Shores, Phase II, as recorded in Map Book 6, at Page 33, in the Office of the Judge of Probate of Shelby County, Alabama, subject to rights acquired by Alabama Power Company by deed recorded in Deed Book 253, at Pages 116 and 120, in said Probate Records.

SUBJECT TO:

1. Restrictions as shown of record by instrument recorded in Miscellaneous Book 9, at Page 59, in the Office of the Judge of Probate of Shelby County, Alabama.
2. Transmission Line Permits for Alabama Power Company and Southern Bell Telephone & Telegraph Company, as recorded in said Probate Records.
3. Ad valorem taxes for 2012 and subsequent years.

Mortgagors shall have the right to prepay all or any part of the above stated indebtedness at any time, without penalty, by paying such amount of prepayment plus accrued interest as of such prepayment date.

TO HAVE AND TO HOLD the above granted premises unto the Mortgagees forever; and for the purpose of further securing the payment of the Indebtedness, the undersigned agrees to pay all taxes, or assessments, when legally imposed upon the Property, and should default be made in the payment of taxes or assessments, the Mortgagees have the option of paying them off; and to further secure the Indebtedness, the undersigned agrees to keep the improvements on the real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof in companies satisfactory to the Mortgagees, with loss, if any, payable to the Mortgagees, as the interest of the Mortgagees may appear, and promptly to deliver the policies, or any renewals of the policies, to the Mortgagees; and if the undersigned fails to keep the Property insured as above specified, or fails to deliver the insurance policies to the Mortgagees, then the Mortgagees have the option of insuring the Property for the reasonable insurable value for the benefit of the Mortgagees, the policy, if collected, to be credited on the Indebtedness, less cost of collecting same; all amounts so expended by the Mortgagees for taxes, assessments or insurance, shall become a debt to the Mortgagees, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from the date of payment by the Mortgagees, and be at once due and payable.

Upon condition, however, that if the Mortgagors pay the Indebtedness, and reimburses the Mortgagees for any amounts Mortgagees may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the Mortgagees, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagees in the Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of the 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 Mortgagee shall be authorized to take possession of the premises hereby conveyed and with or



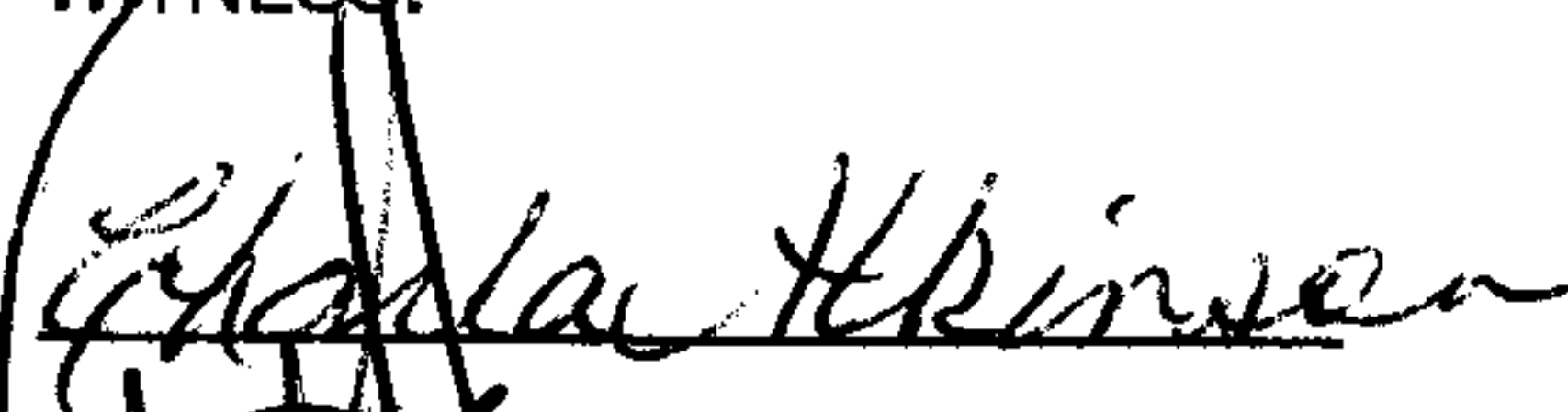
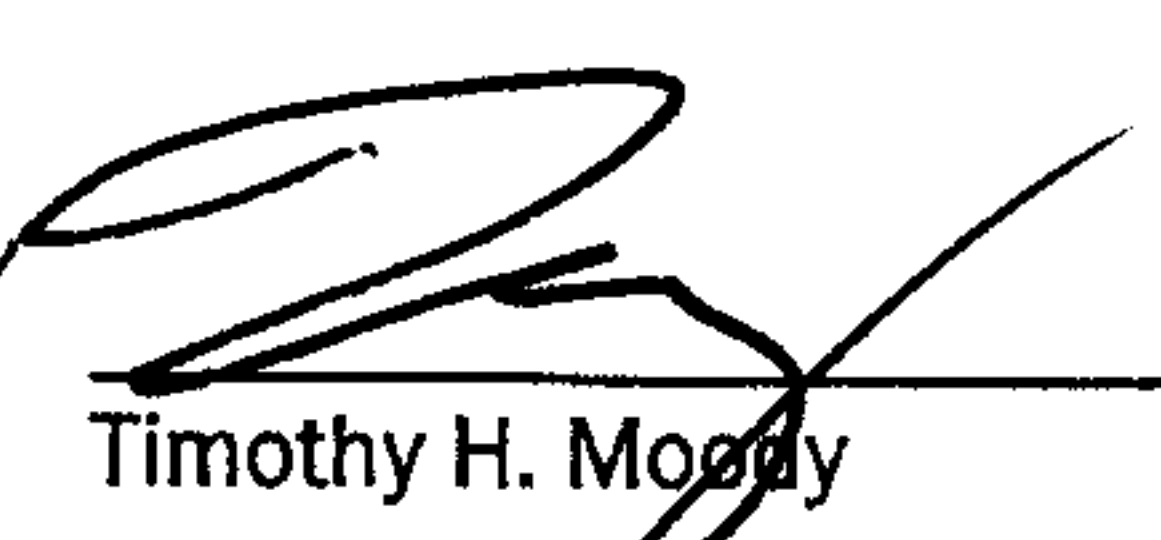
without first taking possession, after giving twenty-one days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in Shelby County, Alabama, to sell the same in lots or parcels, or en masse, as Mortgagees may deem best, in front of the Court House door in Shelby County, 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 be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Indebtedness in full, whether or not it shall have fully matured, at the date of the sale, but no interest shall be collected beyond the day of sale; and fourth, the remainder, if any, to be turned over to the Mortgagors; and the undersigned further agrees that the Mortgagees may bid at said sale and purchase the Property, if the highest bidder therefore, as through a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagors by such auctioneer as agent, or attorney in fact; and the undersigned further agrees to pay a reasonable attorney's fee to the Mortgagees 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.

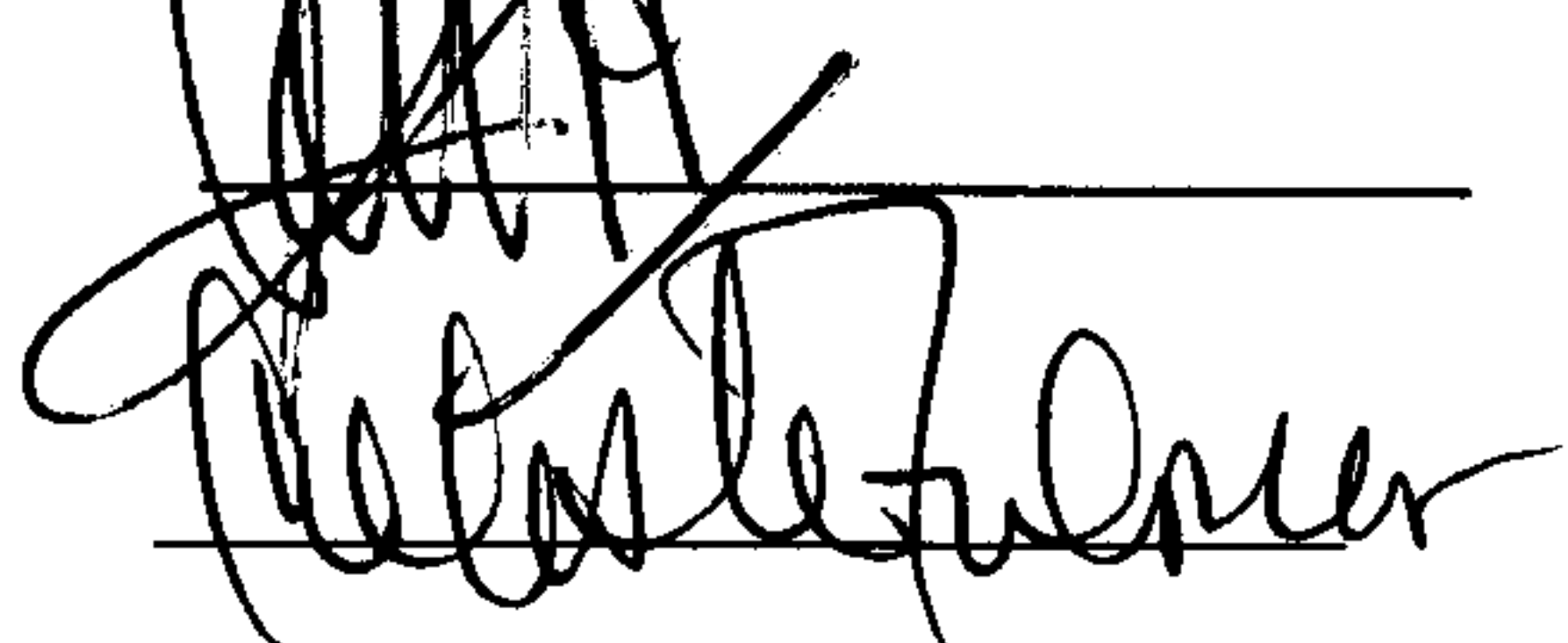
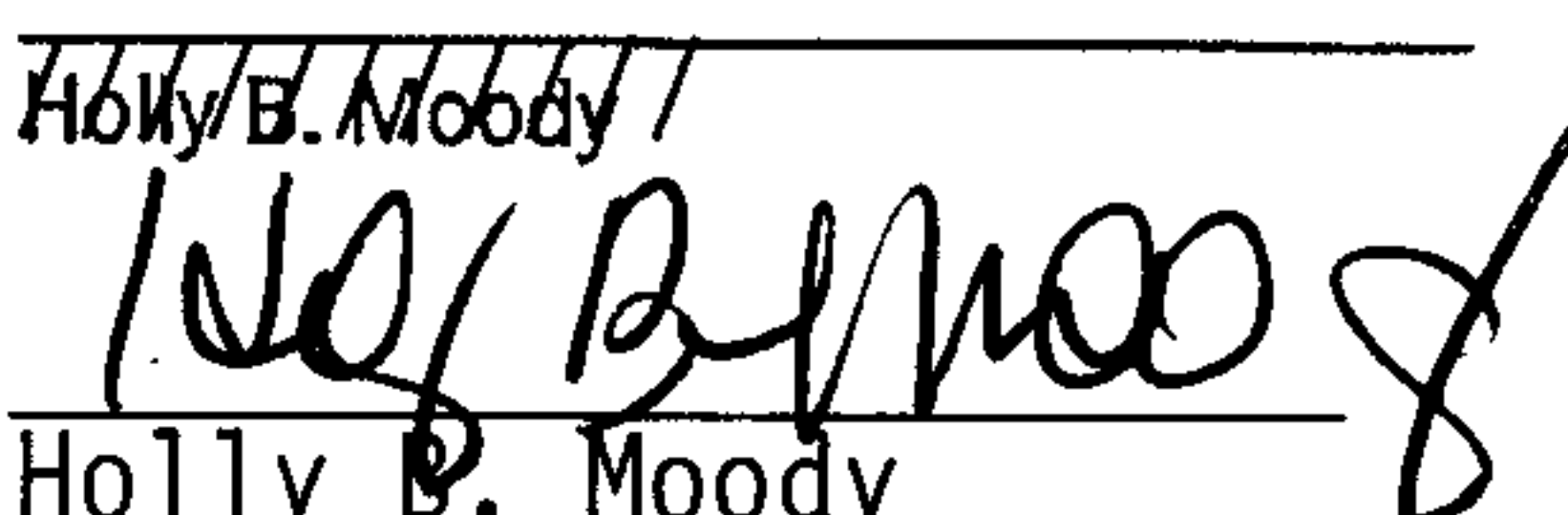
It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the persons named as grantees in the granting clause herein.

Any estate or interest herein conveyed to the Mortgagees, or any right or power granted to the Mortgagees in or by this mortgage, is hereby expressly conveyed and granted to the heirs, and agents, and assigns of the Mortgagees.

IN WITNESS WHEREOF, the undersigned Timothy H. Moody and wife, Holly B. Moody, have hereunto set their signature and seal, this 3rd day of May, 2012.

WITNESS:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Timothy H. Moody

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Holly B. Moody

STATE OF Georgia )  
COUNTY OF Richmond )

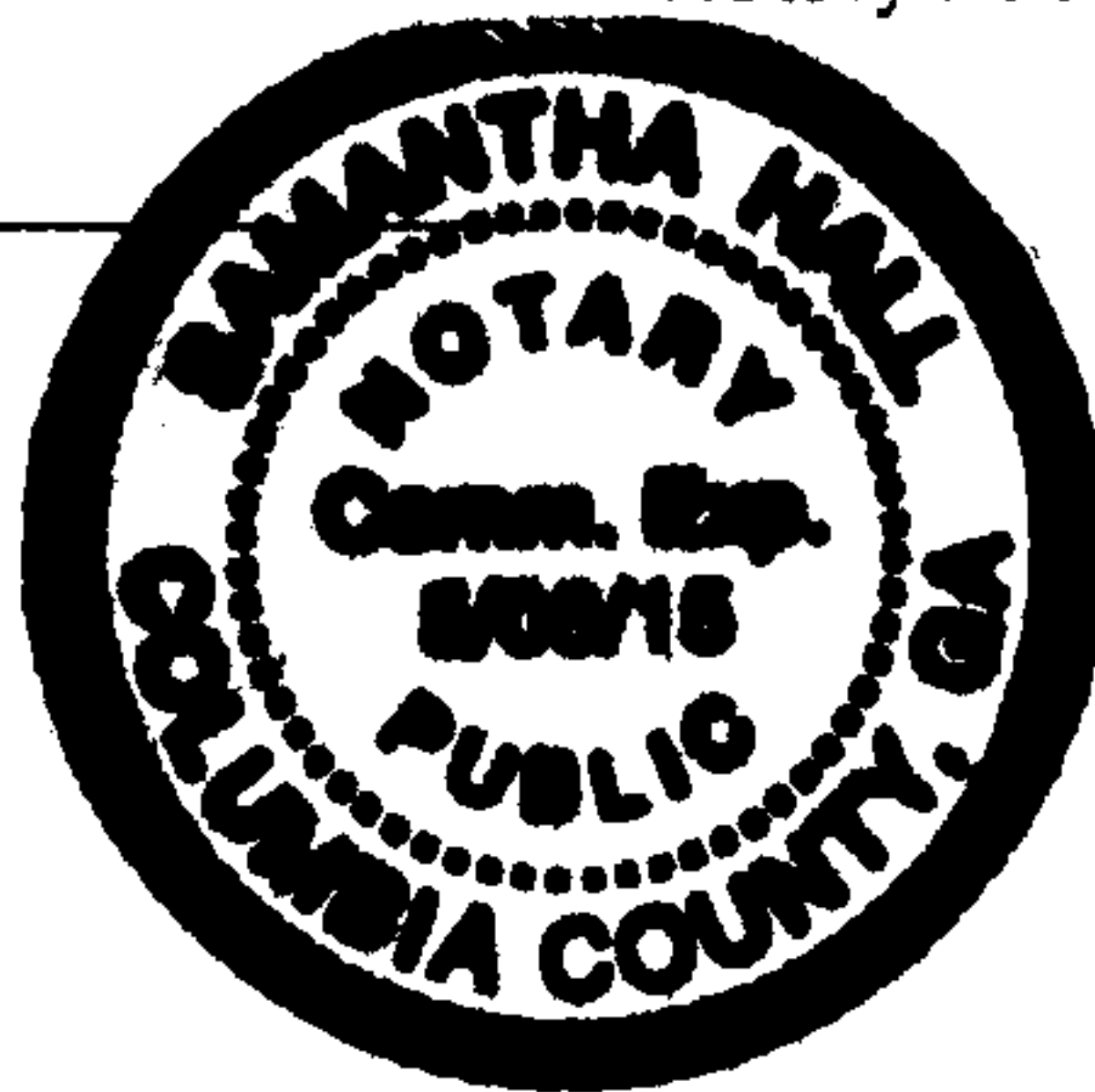
I, the undersigned a Notary Public in and for said County, in said State, hereby certify that Timothy H. Moody ~~and Holly B. Moody~~, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 3rd day of May, 2012.



Notary Public

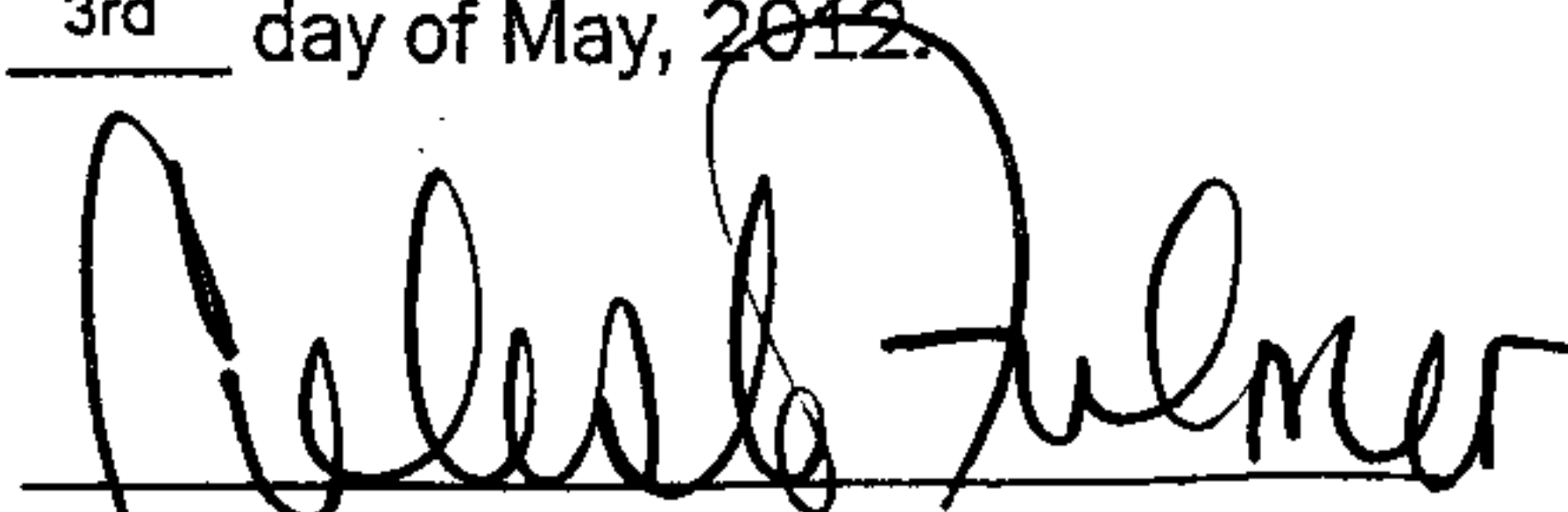
My Commission Expires: \_\_\_\_\_



STATE OF Alabama )  
COUNTY OF Shelby )

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that ~~Timothy H. Moody and~~ Holly B. Moody, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 3rd day of May, 2012.

  
Notary Public

My Commission Expires: 10-6-12



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Shelby Cnty Judge of Probate, AL  
05/11/2012 02:07:51 PM FILED/CERT