

THIS INSTRUMENT PREPARED BY:
 ✓ Paden, Green, Paden & Bivona
 1722 2nd Avenue, North
 Bessemer, Alabama 35020

STATE OF ALABAMA)

JEFFERSON COUNTY)

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Robert E. Paden and wife, Betty Claire Paden (hereinafter called "Mortgagors") is justly indebted to MetroBank, an Alabama banking corporation, (hereinafter called "Mortgagee") in the sum of Two Hundred Thousand Dollars (\$200,000.00) as evidenced by one promissory note of even date herewith, due and payable in accordance with the terms and conditions of said note and/or any renewal or extension thereof, and

Whereas, the proceeds of the said loan were applied to the purchase of the hereinafter described property as evidenced by the warranty deed filed simultaneously herewith, 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, Robert E. Paden and wife, Betty Claire Paden, 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:

PARCEL ONE

A tract of land located in the Northwest Quarter of the Northeast Quarter of Section 4, Township 21 South, Range 2 West, more particularly described as follows:

Begin at the Northeast corner of the Northwest Quarter of Northeast Quarter of Section 4, Township 21 South, Range 2 West: Thence Southerly along the East line of said Quarter-Quarter Section a distance of 1,214.19 feet, more or less, to the centerline of an old railroad grade now being used as a roadway; thence 91° 37' 30" right, along said centerline 246.66 feet; thence 6° 41' 30" right continuing

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See Release - Miss BB 53 pg 403 - (5-23-84)
 See Release - Miss BB 53 pg 405 - (5-23-84)
 See Release - Miss BB 53 pg 407 - (5-23-84)

along said centerline a distance of 137.30 feet; thence 17° 22' 30" left continuing along said centerline 28.9 feet to the intersection with a road running Northerly; thence 93° 06' 30" right, Northerly along last mentioned road 356.70 feet; thence 44° 26' 30" right 492.29 feet; thence 21° 46' left for 382.80 feet; thence 39° 38' 30" left 95.8 feet to the intersection with the North line of said Quarter-Quarter section; thence 115° 24' right leaving last mentioned road in an Easterly direction along said North line 66.5 feet, more or less, to the point of beginning. Excepting that part that lies within the roadways.

ALSO: Begin at the Southeast corner of the Southwest Quarter of Southeast Quarter of Section 33, Township 20 South, Range 2 West; thence Westerly along the South line of said Quarter-Quarter section 66.5 feet to the centerline of a roadway; thence 64° 36' right along said roadway 197.11 feet; thence 40° 37' left 380.88 feet; thence 27° 07' right 356.17 feet; thence 51° 46' 30" left 396.66 feet; thence 41° 41' right 408.99 feet; thence 93° 27' left 268.05 feet, to the East line of subdivided property; thence 120° 10' 30" right Northwesterly 1,942.73 feet to the Northeast corner of the Lee lot and the top of Locust Ridge; thence 104° 31' 26" left Southwesterly along said Locust Ridge 1,032.22 feet; thence 87° 35' 33" left Southeasterly 143.53 feet; thence 88° 50' 15" right Southwesterly 351.76 feet to the West line of the East half of the Northwest Quarter of Southwest Quarter of Section 33, Township 20 South, Range 2 West; thence 124° 03' 24" right Northerly along the West line of said East half of Northwest Quarter of Southwest Quarter 1,121.5 feet, more or less, to the North line of the South half of said Section 33; thence Easterly along said North line to the Northeast corner of the Southwest Quarter of said Section 33; thence Southerly along the East line of said Southwest Quarter to the Northwest corner of the Southwest Quarter of Southeast Quarter of said Section 33; thence Easterly along the North line of the Southwest Quarter of Southeast Quarter to the Northeast corner thereof; thence Southerly along the East line of said Southwest Quarter of Southeast Quarter to the Southeast corner thereof and the point of beginning. Excepting roadway.

PARCEL TWO

East 1/2 of SE 1/4; SE 1/4 of NE 1/4 and East 1/2 of SW 1/4 of NE 1/4, Section 33, Township 20 South, Range 2 West.

PARCEL THREE

South 1/2 of NW 1/4; West 1/2 of SW 1/4 of NE 1/4; NW 1/4 of SE 1/4, West 1/2 of NW 1/4 of SW 1/4 Section 33, Township 20 South, Range 2 West. NW 1/4 of SW 1/4 and South 1/2 of SW 1/4 of NW 1/4, Section 34, Township 20 South, Range 2 West. East 1/2 of NE 1/4, Section 4, Township 21 South, Range 2 West. Except that certain parcel of land conveyed from Mead Land Services, Inc. to Elvis F. Roach, as Trustee, as recorded in Deed Book 313, Page 465, in Probate Office.

ALL SITUATED IN SHELBY COUNTY, ALABAMA.

Grantors reserve a 60-foot right of way for a public road along existing road bed from the County road at Roach cemetery until it intersects with road running in a Northerly direction in NW 1/4 of NE 1/4, Section 4, Township 21 South, Range 2 West; thence turning Northerly on present road, 60-foot right of way,

30 feet each side from center, in said 1/4-1/4 Section in Section 4, Township 21 South, Range 2 West, continuing on into SW 1/4 of SE 1/4 of Section 33, Township 20 South, Range 2 West on into SE 1/4 of SW 1/4 of said Section 33, to the West line in Exhibit "A" at J. Curry Smith's property, as shown on Exhibit "A" of deed.

Also, a non-exclusive right of way and easement for a road over and across said lands in Exhibit "A" of said deed, to the NE 1/4 of SW 1/4 and to the SE 1/4 of NW 1/4 of Section 34, Township 20 South, Range 2 West, and continuing in a Westerly direction through property shown in Exhibit "A" joining existing 60-foot right of way in NE 1/4 of SW 1/4 of Section 33, Township 20 South, Range 2 West, continuing through the SE corner of the SE 1/4 of Section 32, Township 20 South, Range 2 West. Property owners, heirs and assigns, in the NE 1/4 of SW 1/4 and in the SE 1/4 of NW 1/4 of Section 34, Township 20 South, Range 2 West, by mutual agreement with the property owners, their heirs and assigns, in Exhibit "A", agree to locate a public road through said property.

Grantors herein, reserve to themselves, their heirs and assigns, a one-half interest in and to the mineral and mining rights and rights incident thereto in and to the property conveyed herein.

Subject to current taxes, rights of way, reservations, restrictions and conditions of record.

Subject to mineral and mining interests conveyed by Transfer of Royalty and Mineral interest recorded in Deed Book 327, page 553 in the Shelby County Probate Office.

Subject to that certain one-acre square exception for a graveyard contained in Deed Book 28, page 144, and in Deed Book 313, page 465, in the Shelby County Probate Office.

Subject to title to minerals underlying the South 1/2 of North 1/2 of Section 33, Township 20 South, Range 2 West, with mining rights and privileges belonging thereto, and release from damages.

Subject to oil and gas lease to Amoco Production Company recorded in Deed Book 338, page 540, in the said Probate Office.

Subject to timber deed between Weaver Agency of Bessemer, Inc. and Union Camp Corporation dated the 24th day of July, 1984 and recorded in the Shelby County Probate Office.

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, 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 Mortgagees' option pay off the same; and to further secure said indebtedness the first above named undersigned agrees to keep the

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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 encumbrance thereon, as 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,

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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 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 Robert E. Paden and wife, Betty Claire Paden have hereunto set their signatures and seals, this the 27 day of July, 1984.


Robert E. Paden (SEAL)


Betty Claire Paden (SEAL)

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Robert E. Paden and wife, Betty Claire Paden 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 27th day of

July, 1984.

Glenn S. Patten
Notary Public

MY COMMISSION EXPIRES MARCH 25, 1987

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 AUG -3 AM 9:00

Thomas A. Swindler, Jr.
JUDGE OF PROBATE

Mtg TAX 300.00
Rec 15.00
Sud 1.00
316.00