

THIS INSTRUMENT
NAME: W. HOWARD DONOVAN, III
Suite 100, 1608 13th Avenue South
ADDRESS: Birmingham, AL 35205
MORTGAGE - ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

THIS IS A PURCHASE MONEY MORTGAGE

SHELBY COUNTY

Know All Men By These Presents, that whereas the undersigned
MEADOW BROOK EAST PARTNERSHIP, an Alabama General Partnership,
justly indebted to JOHN H. BANKHEAD, as to a 12-1/2% ownership interest, BLOSSOM B. DILL, as to a
25% ownership interest, JOHN T. OLIVER, JR., as to a 12-1/2% ownership interest, and to VIKING
OIL, INC., as to a 50% ownership interest, in the sum of
Four Hundred Thirty Eight Thousand Seven Hundred Twenty and 95/100 (\$438,720.95)
evidenced by a promissory note of even date

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when
the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at
maturity, the undersigned, MEADOW BROOK EAST PARTNERSHIP

do, or does, hereby grant, bargain, sell and convey unto the said JOHN H. BANKHEAD, BLOSSOM B. DILL, JOHN
T. OLIVER, and VIKING OIL, INC.
(hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

See Exhibit A which is attached hereto and incorporated herein as if the same were fully
set out.

Mortgagee may obtain the release of all or any part of the Real Property described on the
attached Exhibit A from the lien of the Mortgage upon payment to Mortgageors of a sum equal
to \$8,500.00 for each acre requested to be released. Any one of the Mortgagees shall be
authorized to execute a release of a portion of the described Real Property and any one of
the Mortgagees shall be authorized to execute a satisfaction of the Mortgage on the Probate
Court Records of Shelby County, Alabama.

Said property is warranted free from all incumbrances and against any adverse claims.

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

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mort-
gagee 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 said Mortgagee, 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 in said property become in-
dangered by reason of the enforcement of any prior lien or incumbrance 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 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 Mort-
gagee 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 pub-
lished in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may, deem best, in front of the Court
House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 expended in paying insurance, taxes, or other incumbrances, with interest there-

From the beginning at the southwest corner of said southwest quarter of said Section 6, run thence in a northerly direction along the west line of said quarter section for a distance of 931.39 feet; thence turn an angle to the right of $83^{\circ}-00'-00''$ and run in a northeasterly direction for a distance of 272.26 feet; thence turn an angle to the left of $102^{\circ}-06'-34''$ and run in a northwesterly direction for a distance of 25.16 feet; thence turn an angle to the right of $94^{\circ}-15'-53''$ and run in a northeasterly direction for a distance of 230.18 feet; thence turn an angle to the left of $13^{\circ}-59'-00''$ and run in a northeasterly direction for a distance of 100.00 feet; thence turn an angle to the right of $44^{\circ}-00'-00''$ and run in a southeasterly direction for a distance of 225.00 feet; thence turn an angle to the right of $07^{\circ}-00'-00''$ and run in a southeasterly direction for a distance of 297.73 feet to a point on the west line of a subdivision known as Southern Pines 4th Sector, which is recorded in Map Book 7 on Page 68 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of $86^{\circ}-19'-58''$ and run in a southwesterly direction along the west line of said subdivision for a distance of 70.00 feet; thence turn an angle to the left of $10^{\circ}-01'-41''$ and run in a southwesterly direction along the west line of Southern Pines 4th Sector for a distance of 97.14 feet; thence turn an angle to the right of $24^{\circ}-14'-26''$ and run in a southwesterly direction along the west line of Southern Pines 4th Sector for a distance of 336.68 feet; thence turn an angle to the left of $03^{\circ}-06'-15''$ and run in a southwesterly direction along the west line of Southern Pines 4th Sector for a distance of 191.75 feet; thence turn an angle to the left of $27^{\circ}-30'-12''$ and run in a southwesterly direction along the west line of Southern Pines 4th Sector for a distance of 91.16 feet; thence turn an angle to the right of $28^{\circ}-08'-37''$ and run in a southwesterly direction along the west line of said subdivision for a distance of 150.88 feet; thence turn an angle to the right of $0^{\circ}-00'-25''$ and run in a southwesterly direction along the west line of said Southern Pines 4th Sector for a distance of 99.95 feet to a point on the south line of said southwest quarter of said Section 6, said point also being the southwesternmost corner of Southern Pines 4th Sector; thence turn an angle to the right of $59^{\circ}-21'-43''$ and run in a westerly direction along the south line of said quarter section for a distance of 621.98 feet to the point of beginning of the parcel herein described. Said parcel contains 20.02 acres, more or less.

EXHIBIT "A"

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From the northwest corner of said quarter section run thence in a southerly direction along the west line of said quarter section for a distance of 430.00 feet to the point of beginning of the parcel herein described. From the point of beginning thus obtained, thence turn an angle to the left of 90°-00'-00" and run in an easterly direction for a distance of 815.00 feet; thence turn an angle to the right of 95°-00'-00" and run in a southwesterly direction for a distance of 172.88 feet; thence turn an angle to the left of 05°-19'-41" and run in a southerly direction for a distance of 130.00 feet; thence turn an angle to the left of 38°-00'-00" and run in a southeasterly direction for a distance of 200.00 feet; thence turn an angle to the left of 87°-00'-00" and run in a northeasterly direction for a distance of 75.00 feet; thence turn an angle to the right of 66°-00'-00" and run in a southeasterly direction for a distance of 268.22 feet; thence turn an angle to the left of 90°-00'-00" and run in a northeasterly direction for a distance of 33.54 feet; thence turn an angle to the left of 05°-52'-00" and run in a northeasterly direction for a distance of 85.01 feet; thence turn an angle to the right of 84°-08'-00" and run in a southeasterly direction for a distance of 333.26 feet to a point on the west line of Southern Pines 3rd Sector, which is recorded in Map Book 7 on Page 162 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 95°-05'-12" and run in a southwesterly direction along the west line of said subdivision for a distance of 182.86 feet to the northwesterly-most point of Southern Pines 4th Sector, as recorded in Map Book 7 on Page 68 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 23°-09'-28" and run in a southwesterly direction along the west line of said Southern Pines 4th Sector for a distance of 221.80 feet; thence turn an angle to the left of 17°-23'-28" and run in a southwesterly direction along the west line of said Southern Pines 4th Sector for a distance of 77.5 feet; thence turn an angle to the right of 08°-08'-15" and run in a southwesterly direction along the west line of said Southern Pines 4th Sector for a distance of 370.85 feet; thence turn an angle to the left of 19°-25'-29" and run along the west line of Southern Pines 4th Sector in a southwesterly direction for a distance of 50.47 feet; thence turn an angle to the right of 93°-40'-02" and run in a northwesterly direction departing the west line of Southern Pines 4th Sector for a distance of 297.73 feet; thence turn an angle to the left of 07°-00'-00" and run in a northwesterly direction for a distance of 225.00 feet; thence turn an angle to the left of 44°-00'-00" and run in a southwesterly direction for a distance of 100.00 feet; thence turn an angle to the right of 13°-59'-00" and run in a southwesterly direction for a distance of 230.18 feet; thence turn an angle to the left of 94°-15'-53" and run in a southeasterly direction for a distance of 25.16 feet; thence turn an angle to the right of 102°-06'-34" and run in a southwesterly direction for a distance of 272.26 feet to a point on the west line of said southwest quarter of said Section 6; thence turn an angle to the right of 97°-00'-00" and run in a northerly direction along the west line of said quarter section for a distance of 1273.00 feet to the point of beginning. Said parcel contains 31.87 acres, more or less.

EXHIBIT "A"

[Handwritten signatures and initials]

on, 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though 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 Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

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

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
on this the 25 day of June 1985.
WITNESSES:

MEADOW BROOK EAST PARTNERSHIP

By: [Signature] (Seal)
Its Partner

By: [Signature] (Seal)
Its Partner

By: [Signature] (Seal)
Its Partner

(Seal)

STATE OF

County

General Acknowledgement

, a Notary Public in and for said County in said State,

I, the undersigned,
hereby certify that

whose name signed to the foregoing conveyance, and who known to me, acknowledged before me on this day, that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this day of

19

Notary Public.

STATE OF
COUNTY OF

Corporate Acknowledgement

a Notary Public in and for said County, in

said State, hereby certify that
whose name as President of
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the day of

19

Notary Public

MORTGAGE

This Form Furnished By
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that _____ whose name as Partner of Meadow Brook East Partnership, an Alabama General Partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such Partner, and with full authority, executed the same voluntarily for and as the act of said General Partnership.

Given under my hand this the _____ day of _____, 1985.

(SEAL)


NOTARY PUBLIC

My Commission Expires:

1-21-88

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that _____ whose name as Partner of Meadow Brook East Partnership, an Alabama General Partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such Partner, and with full authority, executed the same voluntarily for and as the act of said General Partnership.

Given under my hand this the _____ day of _____, 1985.

(SEAL)


NOTARY PUBLIC

My Commission Expires:

1-21-88

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that _____ whose name as Partner of Meadow Brook East Partnership, an Alabama General Partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such Partner, and with full authority, executed the same voluntarily for and as the act of said General Partnership.

Given under my hand this the _____ day of _____, 1985.

(SEAL)

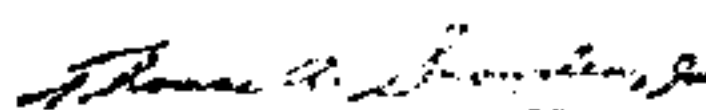

NOTARY PUBLIC

My Commission Expires:

1-21-88

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

1985 JUN 26 PM 2:37


JUDGE OF PROBATE

Noty. fee 658.20
12.50
1.00

671.70

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