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STATE OF ALABAMA  
Bibb COUNTY

Know all men by these presents: That whereas, the undersigned,

Blue Creek Wood Products, Inc., a corporation (herein called debtor) is

justly indebted to The Peoples Bank of Alabama,

a corporation (herein called mortgagee) in the sum of FORTY FIVE THOUSAND EIGHTY NINE

AND 50/100-----

DOLLARS

for money loaned, receipt of which sum is hereby acknowledged, which sum bears interest from date

at 10.50 per cent per annum, interest payable as scheduled below, said

principal and interest being evidenced by waive promissory note of debtor, due and payable at

The Peoples Bank of Alabama as follows:

THIS MORTGAGE IS DUE AND PAYABLE ON FEBRUARY 18, 1986.

THIS IS A PURCHASE MONEY MORTGAGE

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And whereas, it was agreed at the time said debt was incurred that said note should be given and secured in prompt payment at maturity respectively by this instrument, now, therefore, in consideration of the premises and one dollar paid to the undersigned on the delivery of this instrument, and in further consideration of said indebtedness, and in order to secure the prompt payment of the same, as it respectively matures and the prompt payment of any and all other debts debt- or may now owe or hereafter owe mortgagee before the principal debt has been paid, and to secure the faithful per-

formance of all promises and agreements herein made, Blue Creek Wood Products, Inc., a corporation (herein called mortgagor),

do hereby grant, bargain, sell and convey to The Peoples Bank of Alabama, a corporation, (herein called mortgagee)

its successors and assigns, the following described real estate in

Shelby County, Alabama to-wit:

SEE ATTACHED EXHIBIT "A"

all of which property is hereby warranted to belong to Mortgagors  
in fee simple and is also warranted free from all incumbrance and against any adverse claims, except this mortgage.

Together with, all and singular, the tenements, hereditaments and appurtenances and rents, issues and profits there-  
on. To have and to hold, the above granted premises unto mortgagee, its successors  
and assigns forever. Now, therefore, for the purpose of further securing the payment of all of said indebtedness debtor\_\_\_\_  
do hereby agree to pay and discharge, when due, all liens and other charges against said property and all taxes or assess-  
ments of any and all kind when imposed legally upon said property, and if debtor fail to pay and discharge, when due,  
all such liens and charges and said taxes and assessments, then mortgagee may at its option pay the same, and  
all amounts so expended by mortgagee together with all sums expended by mortgagee in protection of security hereof, or  
enforcing any rights accruing hereunder, shall become a debt of debtor to mortgagee due forthwith, and shall be cover-  
ed and secured by this mortgage and bear interest from date of payment by mortgagee.

Upon condition, however, that if debtor shall faithfully keep and perform each of the promises and agreements here-  
in made and shall pay said note promptly at maturity respectively, and pay all other debts which debtor now owes or  
may incur to mortgagee before the principal debt has been paid, at maturity, then this conveyance to be null and void; but  
should default be made in the payment of any sum lawfully expended hereunder by mortgagee or should any debt hereby  
secured, remain unpaid, as and when the same matures, or should default be made in any other agreement contained in this  
instrument, then in any one of said events, mortgagee shall have the right then and at any time thereafter during any  
default hereunder to declare the whole of the indebtedness hereby secured to be immediately due and payable, and  
foreclose this mortgage, sell said property and execute title to the purchaser, selling same in parcels or as a whole  
as mortgagee may see fit. Sale hereunder shall be made in front of the Court House of Shelby  
County, Alabama, at public outcry to the highest bidder for cash, after giving notice of the time, place and terms of sale,  
together with a description of the property to be sold, by publication once a week for three successive weeks in some news-  
paper published in Shelby County, Alabama or by proceedings in court, as mortgagee or assigns  
may elect.

The proceeds of sale, whether such sale is made under power of sale herein given or by order of court, shall be applied  
as follows: First, all lawful costs and expenses of suit, foreclosure, sale and conveying, including such reasonable attorney's  
fees therefor and for collection of indebtedness hereby secured as may be incurred; Second, to the payment of any amounts  
that may have been expended by mortgagee in paying insurance, assessments, taxes and other incumbrances, with interest  
thereon; Third, to the payment of the principal indebtedness hereby secured, together with the then earned interest there-  
on; and Fourth, to the payment of all other lawful debts hereby secured, the balance, if any, to be turned over to \_\_\_\_\_

mortgagors or assigns.

Mortgagee its successors or assigns, or any of them, may at any sale hereunder or at any  
sale made under order of decree of Court, bid for and purchase said property the same as a stranger to this instrument, and  
mortgagee or assigns or the attorney or auctioneer making the sale or any agent or representative of mortga-  
gee or assigns is hereby authorized to execute title to the purchaser. Debtor do not further agree to pay such rea-  
sonable attorney's fees as may be incurred by mortgagee, or its successors assigns, for the  
foreclosure of this mortgage, whether under the power of sale herein or by suit, all such fees to be a part of the debt here-  
by secured, whether incurred under the power of sale herein contained or in court proceedings.

Any mortgages or liens now held or owned by mortgagee on said property as security for any part of the debt here-  
by secured are reserved in full force for the payment of same in addition to this mortgage.

This mortgage shall also secure any renewal or renewals, extension or extensions of the debt or any unpaid portion of  
the same hereby secured, notwithstanding the same may, from time to time, be extended or evidenced by other notes given  
by debtor, its heirs or assigns and accepted by mortgagee, or assigns, and whether such renewals be  
secured by additional mortgage or security or not, so long as said notes evidence the same debt or any portion of the same  
hereby secured. It is further agreed that no defect or irregularity in any sale hereunder or in the notice of such sale shall in  
any way affect or impair such sale or notice, but to the contrary, all such defects and irregularities are hereby waived. It is  
further agreed that the taking of additional security shall not affect or impair this mortgage or its lien.

If default is made hereunder and said note or notes, principal or interest, or any one or more of them placed in the  
hands of any attorney for collection, the debtor agree to pay all such reasonable attorney's fees as may be incurred in  
the collection, whether same be made by suit, foreclosure, or otherwise, and such fees shall become a part of the debt  
hereby secured.

As against debts hereby secured debtor waive all rights of exemption as to personal property under the Consti-  
tution and Laws of Alabama and every other state.

Failure to pay any sum, debt, installment, or note secured hereby promptly when due shall, at the option of mortga-  
gee, and upon written declaration of such default, render all sums, installments and notes then unpaid, whether due or  
not, due and payable forthwith and immediately and suit may be filed or foreclosure had as to the full amount and as to all  
sums secured by this mortgage.

It is further agreed by the parties hereto that debtor will, during the time this mortgage remains unsatisfied keep  
the buildings on said property insured in some standard insurance company against all damages by fire and extended  
coverage for the benefit of mortgagee as mortgagee's interest may appear, in the sum of not less than \_\_\_\_\_

unpaid balance on note

Dollars, to be shown by a New York Standard Mortgage clause attached to  
said policies, which shall be delivered to mortgagee, and debtor will promptly pay all premiums becoming  
due on same. And it is further agreed that if debtor herein fails to pay said insurance premiums due on said policies,  
then mortgagee herein is hereby given the right to pay said premiums, and such sums so paid by mortgagee herein are  
to become an additional indebtedness secured by this mortgage, such insurance policies to be left with mortgagee, other-  
wise mortgagee may take out such insurance at the cost of undersigned and premiums therefor shall be debt secured here-  
by. Undersigned hereby covenant to defend the title and possession of the above property against all claims and demands  
of all persons whomsoever and further agree to pay all expenses incurred in defending or protecting, or attempting to pro-  
tect or defend the possession or title to the property herein mortgaged, including all reasonable attorney's fees, and all  
such expenses and attorneys' fees are, and are to be, a part of the indebtedness hereby secured.

Mortgagor covenants and warrants with and to Mortgagee, its successors and assigns that  
mortgagor is or are the owner or owners in fee simple of the property herein described, that said property is free from  
all mortgages, liens or other encumbrances, that mortgagor has the right to execute this mortgage and convey this pro-  
perty according to the terms of this mortgage, and that mortgagor will, in case of foreclosure, forever protect and de-

EXHIBIT "A"

BLUE CREEK WOODS PRODUCTS, INC.

SURFACE RIGHTS ONLY TO THE FOLLOWING DESCRIBED PROPERTY:

Parcel 24-E:

That part of the West 1/2 of the SE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 which lies North or East of Shelby County Highway No. 28, all in Section 30, Township 21 South, Range 1 East, Shelby County, Alabama, less and except a 60 foot right-of-way for Lower Kingdom Road.

Parcel 41-B1:

A part of the South 1/2 of the NW 1/4 of Section 35, Township 24 North, Range 15 East, Shelby County, Alabama, said parcel being more particularly described as follows: to find the point of beginning start at the SW corner of the NW 1/4 thence run in a Northerly direction and long the West boundary of Section 35 for a distance of 349.40 feet to a point; thence with an angle of left of 83 degrees 24 minutes, run in an Easterly direction for a distance of 60.06 feet to the point of beginning, said point lying on the East boundary of a 60 foot right-of-way; thence with an angle left of 113 degrees 43 minutes, run in a Southerly direction and along the East boundary of said right-of-way for a distance of 215.94 feet to a point, said point lying 60 feet North of the North boundary of Lot 3 of the Waxa Subdivision and on the North margin of a variable right-of-way; thence run along the North margin of said variable right-of-way for the following courses; thence with an interior angle right of 80 degrees 20 minutes, run in a Northeasterly direction and parallel to the North boundary of Lot 3 for a distance of 64.85 feet to a point; thence with an interior angle right of 192 degrees 03 minutes, run in an Easterly direction for an arc distance of 120.19 feet to a point; thence with an interior angle right of 168 degrees 41 minutes, run in a Northeasterly direction for an arc distance of 139.85 feet to a point; thence with an interior angle right of 156 degrees 38 minutes, run in a Northeasterly direction parallel to and 60 feet West of the North boundary of Lot 7 of the Waxa Subdivision, for a distance of 302.04 feet to a point; thence with an interior angle right of 156 degrees 14 minutes, run in a Northerly direction for an arc distance of 116.88 feet to a point, said point lying 60 feet West and perpendicular to the center West corner of Lot 10; thence with an interior angle right of 156 degrees 14 minutes, run in a Northerly direction for a distance of 124.72 feet to a point, said point lying 60 feet West and perpendicular to the center West corner of Lot 11; thence with an interior angle right of 214 degrees 02 minutes, run in a Northeasterly direction for an arc distance of 219.84 feet to a point; thence with an interior angle right of 214 degrees 02 minutes, run in a Northeasterly direction for a distance of 76.56 feet to a point, said point lying 60 feet North and perpendicular to the NE corner of Lot 12; thence with an interior angle right of 221 degrees 57 minutes, run in an Easterly direction for an arc distance of 418.65 feet to a point, said point lying 60 feet East and perpendicular to the Eastern most corner of Lot 13; thence with an interior angle

LEGAL DESCRIPTION CONTINUED ON NEXT PAGE:

SCHEDULE A CONT'D:

right of 221 degrees 57 minutes, run in a Southeasterly direction for a distance of 81.17 feet to a point; thence with an interior angle right of 129 degrees 22 minutes, run in an Easterly direction for an arc distance of 181.24 feet to a point; thence with an interior angle right of 129 degrees 22 minutes, run in a Northeasterly direction and 60 feet West of the NW corner of Lot 19 for a distance of 181.12 feet to a point; thence with an interior angle right of 206 degrees 13 minutes, continue in a Northeasterly direction for an arc distance of 152.44 feet to a point, said point lying 60 feet North and perpendicular to the NW corner of Lot 21; thence with an interior angle right of 206 degrees 13 minutes, run in an Easterly direction for a distance of 8.56 feet to a point, said point lying on the West margin of a 60 foot right-of-way herein excepted; thence with an interior angle right of 172 degrees 20 minutes, continue in an Easterly direction for a distance of 71.06 feet to a point, said point lying on the East margin of said 60 foot right-of-way; thence with an interior angle right of 213 degrees 20 minutes, continuing along the North margin of said variable right-of-way, run in a Southeasterly direction and 60 feet East of the NE corner of Lot 21 for a distance of 127.46 feet to a point, said point lying 60 feet North of the North boundary of Lot 23; thence with an interior angle right of 128 degrees 25 minutes, run in a Northeasterly direction and parallel to the North boundary of said Lot 23 for a distance of 91.73 feet to a point; thence with an interior angle right of 149 degrees 26 minutes, run in a Northeasterly direction for an arc distance of 227.57 feet to a point, said point lying 60 feet West and perpendicular to the SW corner of Lot 28; thence with an interior angle right of 149 degrees 26 minutes, run in a Northerly direction and parallel to the West boundary of said Lot 28 for a distance of 49.09 feet to the point of ending of said variable right-of-way, said point lying on the South margin of a 60 foot right-of-way, 30 feet from the centerline of a gravel road, thence along the South of said right-of-way for the following courses; thence with an interior angle right of 86 degrees 55 minutes, run in a Westerly direction and along said right-of-way for a distance of 107.40 feet to a point; thence with an interior angle right of 194 degrees 03 minutes, continue in a Westerly direction and along said right-of-way for an arc distance of 133.08 feet to a point; thence with an interior angle right of 163 degrees 37 minutes, continue in a Westerly direction and along said right-of-way for an arc distance of 147.39 feet to a point; thence with an interior angle right of 149 degrees 34 minutes, run in a Southwesterly direction and along said right-of-way for a distance of 62.73 feet to a point, said point lying at the intersection of the East margin of a 60 foot right-of-way herein excepted; thence continue in a Southwesterly direction and along the same bearing for a distance of 63.08 feet to a point, said lying at the intersection of the West margin of a 60 foot right-of-way; thence continue in a Southwesterly direction and along the same bearing along said right-of-way for a distance of 59.00 feet to a point; thence with an interior angle right of 172 degrees 41 minutes, continue in a Southwesterly direction and along said right-of-way for an arc distance of 111.69 feet to a point; thence with an interior angle right of 172 degrees 41 minutes, continue in a Southwesterly direction and

LEGAL DESCRIPTION CONTINUED ON NEXT PAGE:

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along said right-of-way for a distance of 76.52 feet to a point; thence with an interior angle right of 212 degrees 24 minutes, run in a Westerly direction and along said right-of-way for an arc distance of 158.68 feet to a point; thence with an interior angle right of 212 degrees 24 minutes, run in a Northwesterly direction and along said right-of-way for a distance of 179.61 feet to a point; thence with an interior angle right of 160 degrees 47 minutes, run in a Westerly direction and along said right-of-way for an arc distance of 76.09 feet to a point; thence with an interior angle right of 160 degrees 47 minutes, run in a Southwesterly direction and along said right-of-way for a distance of 156.78 feet to a point; thence with an interior angle right of 205 degrees 34 minutes, run in a Westerly direction and along said right-of-way for an arc distance of 120.05 feet to a point; thence with an interior angle right of 205 degrees 34 minutes, run in a Northwesterly direction and along said right-of-way for a distance of 101.10 feet to a point; thence with an interior angle right of 156 degrees 44 minutes, run in a Westerly direction and along said right-of-way for an arc distance of 70.08 feet to a point; thence with an interior angle right of 156 degrees 44 minutes, continue in Westerly direction and along said right-of-way for a distance of 117.08 feet to a point; thence with an interior angle right of 203 degrees 55 minutes, run in a Westerly direction for an arc distance of 119.17 feet to a point; thence with an interior angle right of 203 degrees 55 minutes, run in a Northwesterly direction and along said right-of-way for a distance of 38.84 feet to a point, said point lying at the intersection of a 60 foot right-of-way; thence with an interior angle right of 70 degrees 16 minutes, run in a Southerly direction and along the East margin of said right-of-way for a distance of 67.67 feet to a point; thence with an interior angle right of 167 degrees 15 minutes, continue in a Southerly direction and along said right-of-way for an arc distance of 84.99 feet to a point; thence with an interior angle right of 167 degrees 15 minutes, continue in a Southerly direction and along said right-of-way for a distance of 56.17 feet to a point; thence with an interior angle right of 202 degrees 07 minutes, continue in a Southerly direction and along said right-of-way for an arc distance of 276.16 feet to a point; thence with an interior angle right of 202 degrees 07 minutes, continue in a Southerly direction and along said right-of-way for a distance of 203.89 feet to a point; thence with an interior angle right of 166 degrees 24 minutes, continue in a Southerly direction and along said right-of-way for an arc distance of 83.88 feet to a point; thence with an interior angle right of 166 degrees 24 minutes, run in a Southerly direction and along said right-of-way for a distance of 156.60 feet to the point of beginning, forming an interior angle of closure of 153 degrees 41 minutes, less and except a 60 foot right-of-way running North and South through the above described property.

Parcel 41-B2

A part of the W 1/2 of the NW 1/4 of Section 35, Township 24 North, Range 15 East, Shelby County, Alabama, said parcel being more particularly described as follows: to find the point of beginning start at the SW corner of the W 1/2 of the NW 1/4 and run in a Northerly direction and along the West boundary of Section 35 for a distance of 349.40 feet to the point of beginning, said point lying on the West right-of-way of a County road, 30 feet from centerline; thence with an angle right of 189 degrees 12 minutes, run in a Northerly

LEGAL DESCRIPTION CONTINUED ON NEXT PAGE:



SCHEDULE A CONT'D:

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direction and along the West right-of-way of said road for a distance of 159.32 feet to a point; thence with an interior angle right of 193 degrees 36 minutes, continue in a Northerly direction and along the curving West right-of-way of said road for an arc distance of 112.35 feet to a point; thence with interior angle right of 193 degrees 36 minutes, continue in a Northerly direction and along the West right-of-way of said road for a distance of 203.89 feet to a point; thence with an interior angle right of 157 degrees 53 minutes, continue in a Northerly direction and along the curving West right-of-way of said road for an arc distance of 166.82 feet to a point; thence with an interior angle right of 157 degrees 53 minutes, continue in a Northerly direction and along the West right-of-way of said road for a distance of 56.17 feet to a point; thence with an interior angle right of 192 degrees 45 minutes, continue in a Northerly direction and along the curving West right-of-way of said road for an arc distance of 111.70 feet to a point; thence with an interior angle right 172 degrees 48 minutes, continue in a Northerly direction and along the curving West right-of-way of said road for an arc distance of 190.72 feet to a point; thence with an interior angle right of 167 degrees 02 minutes, continue in a Northerly direction and along the curving West right-of-way of said road for an arc distance of 96.05 feet to a point; thence with an interior angle right of 186 degrees 59 minutes, continue in a Northerly direction and along the West right-of-way of said road for a distance of 307.01 feet to a point; thence with an interior angle right of 163 degrees 44 minutes, continue in a Northerly direction and along the curving West right-of-way of said road for an arc distance of 80.26 feet to a point; thence with an interior angle right of 163 degrees 44 minutes, continue in a Northerly direction and along the West right-of-way of said road for a distance of 186.84 feet to a point, said point lying on the West boundary of Section 35; thence with an interior angle right of 40 degrees 47 minutes, run in a Southerly direction and along the West boundary of Section 35 for a distance of 1544.23 feet to the point of beginning forming an interior angle of closure of 9 degrees 12 minutes.

Parcel 41-B3

That part of the SW 1/4 of the NW 1/4 and the NW 1/4 of the SW 1/4 of Section 35, Township 24, North, Range 15 East, which lies adjacent to the West boundary of Section 35, North of Waxa Subdivision, and South and East of the unnamed County roads.

ALL of the above descriptions according to the survey of H. Joe Mullins, Alabama Registered Surveyor #12709, dated October 1985.

ALL OF THE ABOVE DESCRIBED PROPERTY IS SITUATED IN SHELBY COUNTY, ALABAMA.

fend mortgagee ITS SUCCESSORS and assign ITS SUCCESSORS the quiet and peaceful possession of the ITS SUCCESSORS herein conveyed and that mortgagor will forever protect and defend mortgagee ITS SUCCESSORS and assigns, in the quiet and peaceable enjoyment of the rights hereby conveyed, against the lawful claims and demands of all persons whomsoever, and mortgagor especially agrees to protect and defend the title and rights hereby conveyed and to pay all costs and expenses which may be incurred by mortgagee ITS SUCCESSORS and assigns in the protection or defense of said property or the title thereto, including attorney's fees and other legal expenses, all of which are hereby fully secured.

Witness my hand and seal on this 20th day of November, 19 85  
Witnesses

BLUE CREEK WOOD PRODUCTS, INC.

Tommy G. Weaver (L.S.)  
BY: Tommy G. Weaver, Vice President (L.S.)

A. Glenn Weaver (L.S.)  
BY: A. Glenn Weaver, Sec/Treasurer (L.S.)

STATE OF ALABAMA, \_\_\_\_\_ COUNTY.

I, \_\_\_\_\_, a Notary Public in and for said County and State, do 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.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Notary Public in and for \_\_\_\_\_ County, Alabama

STATE OF ALABAMA, \_\_\_\_\_ COUNTY.

I, \_\_\_\_\_, a Notary Public in and for said County and State, do 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. And I do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, came before me the within named \_\_\_\_\_

known to me to be the wife of the within named \_\_\_\_\_ who, being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraints, or threats on the part of the husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Notary Public in and for \_\_\_\_\_ County, Alabama

MORTGAGE

GIVEN BY

TO

Date

19

Amount \$

STATE OF ALABAMA

County

I hereby certify that the within instrument was filed in my office for record on the

of 19 at o'clock

and recorded in Mortgage Book

page, and I do hereby certify that the privilege tax has been paid on the within instrument as required by the statutes of Alabama.

Viz: \$

Probate Judge

County, A

For Recording

Mortgage Tax

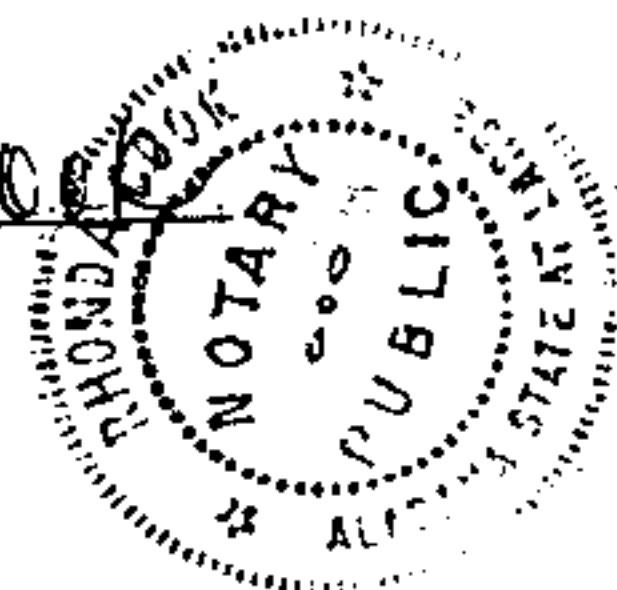
State of Alabama  
Bibb County

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Tommy G. Weaver, Vice President of Blue Creek Wood Products, Inc., whose name 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 as the act of said corporation on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 20th day of November 1985.

Rhonda Cook  
Notary Public

My Commission Expires March 15, 1988



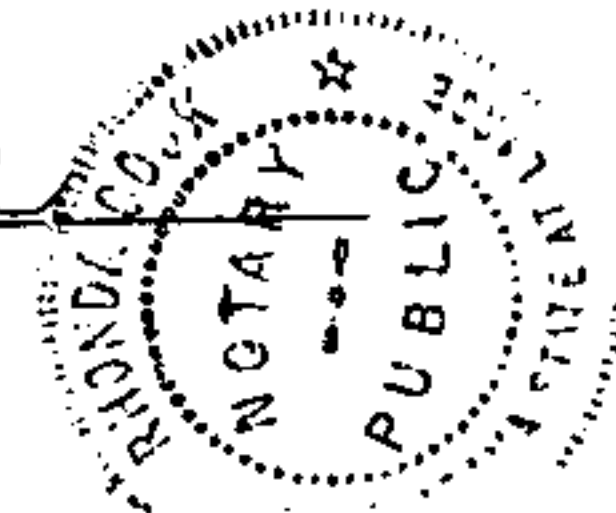
State of Alabama  
Bibb County

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that A. Glenn Weaver, Secretary/Treasurer of Blue Creek Wood Products, Inc., whose name 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 as the act of said corporation on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 20th day of November 1985.

Rhonda Cook  
Notary Public

My Commission Expires March 15, 1988



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

1985 DEC -3 PM 12:22

Thomas W. Henderson, Jr.  
JUDGE OF THE COURT

RECORDING FEES

Mortgage Tax	\$ 67.65
Deed Tax	
Mineral Tax	
Recording Fee	20.00
Index Fee	1.00
TOTAL	\$ 88.65