

This instrument was prepared by

Scott Gold Company, Inc.  
P. O. Box 627  
Helena, Ala. 35080

(Name) <sup>182</sup> Karen Cobb, Real Estate Admn. Officer

(Address) Shelby State Bank, P. O. Box 633, Helena, Ala. 35080

Form 1-1-22 Rev. 1-66

~~MORTGAGE~~—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Scott Gold Company, Inc.

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Shelby State Bank, an Alabama Banking Corporation

of -----Twelve Thousand and no/100----- (hereinafter called "Mortgagee", whether one or more), in the sum Dollars  
(\$ 12,000.00 ), evidenced by its note of even date

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, Scott Gold Company, Inc.

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:

\*See attached for legal description

This is a first mortgage

SHELBY STATE BANK  
P. O. Box 216  
PELHAM, ALABAMA 35124

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

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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.

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 incumbrance 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 incumbrances, 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

Scott Gold Company, Inc.

have hereunto set its signature and seal, this 22<sup>nd</sup> day of August, 19 86

Scott Gold Company, Inc. (SEAL)

By: William Eugene Scott (SEAL)

William Eugene Scott, its President

By: Karen B. Scott (SEAL)

Karen B. Scott, its Sec./Treas. (SEAL)

THE STATE of

COUNTY

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

THE STATE of Alabama  
Shelby COUNTY

I, the undersigned authority \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that William Eugene Scott

whose name as President of Scott Gold Company, Inc. 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 such 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 22<sup>nd</sup> day of August, 19 86

\*See Attached for additional acknowledgement \_\_\_\_\_, Notary Public

My Commission Expires June 13, 1989

Return to:

Scott Gold Company, Inc.

TO

Shelby State Bank  
P. O. Box 633  
Helena, Ala. 35080

MORTGAGE DEED

THIS FORM FROM

Loyers Title Insurance Corporation

Title Guaranty Division

TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

## TRACT I

Description of a parcel of land situated in the southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows: From the southeast corner of said southeast quarter of southwest quarter of said Section 1, run thence in an easterly direction along the south line of said section for a distance of 170.0 feet; thence turn an angle to the left of 125 deg. 00 min. 00 sec. and run in a northwesterly direction for a distance of 353.01 feet; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run northeasterly 30.00 feet to a point on the northeasterly right-of-way line of a public road called Chandalar Drive, said point being the point of beginning of the parcel herein described; thence continue along the same course as before in a northeasterly direction along the right-of-way line of said Chandalar Drive for 30.00 feet; thence turn an angle to the left of 90 deg. 00 min. 00 sec. and run northwesterly along the northeasterly right-of-way line of Chandalar Drive for a distance of 66.05 feet; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and depart Chandalar Drive running northeasterly along the south line of a recorded open space as shown on the map of Chandalar South, First Sector as recorded in Map Book 5 page 106 in the Office of the Judge of Probate of Shelby County for a distance of 10.03 feet; thence turn an angle to the right of 33 deg. 00 min. 00 sec. and run in an easterly direction along said south line of said open space for a distance of 410.00 feet; thence turn an angle to the left of 67 deg. 00 min. and run northeasterly along the east line of said open space for a distance of 187.99 feet (recorded) 188.18 feet (measured) to a point on the southwest right-of-way line of an Alabama Power Company right-of-way; thence turn an angle to the right of 124 deg. 25 min. 15 sec. (recorded) 124 deg. 22 min. 59 sec. (measured) and run southeasterly along the southwest right-of-way line of said Alabama Power Company right-of-way for a distance of 259.45 feet to a point on the northwest right-of-way line of Chandalar Court; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run southwesterly along said northwest right-of-way line for a distance of 121.24 feet to the beginning of a curve to the left, said curve having a central angle of 47 deg. 49 min. 15 sec. (recorded) 47 deg. 48 min. 47 sec. (measured) and a radius of 255.55 feet and being concave southeasterly; thence

run along the arc of said curve in a southwesterly direction along said right-of-way line for a distance of 213.29 feet (recorded) 213.26 (measured); thence run in a southerly direction tangent to said curve and along said right-of-way line for a distance of 25.0 feet to a point on the northeasterly right-of-way line of Chandalar Drive; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run in a northwesterly direction along said northeasterly right-of-way of Chandalar Drive for a distance of 198.46 feet to the beginning of a curve to the right, said curve having a central angle of 47 deg. 26 min. 15 sec. (recorded 47 deg. 25 min. 48 sec. (measured) and a radius of 197.60 feet (recorded) 197.64 (measured) and being concave northeasterly; thence run along the arc of said curve in a northwesterly direction for a distance of 163.60 feet (recorded) 163.61 feet (measured); thence run in a northwesterly direction tangent to said curve and along said right-of-way line of Chandalar Drive for a distance of 131.92 feet to the point of beginning.

#### TRACT II

A parcel of land situated in the southwest quarter of the southeast quarter of Section 1, Township 20 South, Range 3 West, and the northwest quarter of the northeast quarter of Section 12, Township 20 South, Range 3, West, Shelby County, Alabama, and being more particularly described as follows:

From the southeast corner of said southwest quarter of southeast quarter run thence in a westerly direction along the south line of said quarter-quarter section for a distance of 460.13 feet (recorded) 460.24 feet (measured) to the point of beginning of the parcel herein described; thence turn an angle to the left of 45 deg. 46 min. 10 sec. and run in a southwesterly direction for a distance of 75.36 feet (recorded) 75.38 feet (measured) to a point in a curve to the left on the north right-of-way line of Chandalar Drive; thence turn an angle to the right and run in a northwesterly direction along the arc of said curve in said right-of-way line for a distance of 287.07 feet, said curve having a central angle of 36 deg. 39 min. 38 sec. and a radius of 448.65 feet and being concave southwest with a chord forming an interior angle of 108 deg. 19 min. 49 sec. with the previous call; thence run in a northwesterly direction along said right-of-way line and tangent to said curve for a distance of 94.59 feet; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run in a northerly direction for a distance of 25.00 feet along the east right-of-way line

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of a public road called Chandalar Court to the beginning of a curve to the right in said east right-of-way line, said curve having a central angle of 47 deg. 49 min. 15 sec. (recorded) 47 deg. 48 min. 47 sec. (measured) and a radius of 195.55 feet and being concave southeasterly; thence run along the arc of said curve in a northeasterly direction for a distance of 163.21 feet (recorded) 163.19 feet (measured); thence run northeasterly along said right-of-way line and tangent to said curve for a distance of 121.24 feet to the southwesterly right-of-way line of an Alabama Power Company right-of-way; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run along said Alabama Power Company right-of-way line in a southeasterly direction for a distance of 377.39 feet to the point of beginning.

LESS AND EXCEPT:

A parcel of land located in the SW 1/4 of SE 1/4 of Section 1, and the NW 1/4 of the NE 1/4 of Section 12, All in Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of said Northwest 1/4 of the Northeast 1/4 of said Section 12, thence in a Westerly direction, along the North line of said Section 12, a distance of 460.13 feet to the point of beginning; thence 45 deg. 26 min. 42 sec. left, in a Southwesterly direction, along the Northwesterly line of Lot 2 of Chandalar South Office Park as recorded in Map Book 6 page 135 in the Office of the Judge of Probate in Shelby County, Alabama, a distance of 75.36 feet to the Northeasterly Right of Way Line of Chandalar Drive, said point being on a curve to the left, said curve having a central angle of 20 deg. 24 min. 06 sec. and a radius of 448.65 feet; thence 90 deg. right, measured to tangent of said curve; thence along arc of said curve, and said Right of Way, in a Northwesterly direction, a distance of 159.75 feet; thence 95 deg. 25 min. 28 sec. right, measured from tangent of said curve, in a Northwesterly direction, along the center line of sanitary sewer, a distance of 145.56 feet; thence 115 deg. 48 min. 40 sec. right, in a Southeasterly direction, along the Southwesterly Right of Way line of a 100 foot wide Alabama Power Company Easement, a distance of 197.55 feet to the point of beginning.

ALL being situated in Shelby County, Alabama.



THE STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Karen B. Scott, whose name as Sec./Treas. of Scott Gold Company, Inc., a corporation, is signed to the foregoing conveyance, and is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, she 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 22<sup>nd</sup> day of August 1986.

*Karen B. Scott*  
NOTARY PUBLIC

My Commission Expires June 13, 1989

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

1986 SEP -3 PM 12:37

*Thomas H. Anderson, Jr.*  
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax		18.00
3. Recording Fee		15.00
4. Indexing Fee		1.00
TOTAL		34.00