

This instrument was prepared by

(Name) FIRST AMERICAN BANK OF PELHAM

(Address) P. O. BOX 100, PELHAM, ALABAMA 35124

Form 1-1-22 Rev. 1-66

**MORTGAGE—**

STATE OF ALABAMA  
COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

TURNER PAINTING, INC.

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

FIRST AMERICAN BANK OF PELHAM

(hereinafter called "Mortgagee", whether one or more), in the sum  
of TEN THOUSAND AND 00/100-----Dollars  
(\$10,000.00), evidenced by

Installment note of even date payable in 24 monthly installments with  
the rate to change each calendar quarter to Lender's Prime plus 3%,  
initial rate being 11.50% APR.

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,

TURNER PAINTING, 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:

Part of the SE 1/4 of NE 1/4 of Section 28, Township 19 South, Range 1 East,  
Shelby County, Alabama, said part being more particularly described as follows:

Commence at the Southwest corner of the SE 1/4 of NE 1/4 of said Section 28;  
thence run in an Easterly direction along the South line of said 1/4 1/4 Section  
line thereof for a distance of 490.82 feet to the point of beginning of the  
tract here described; thence continue along the same course for a distance of  
109.18 feet, more or less, to the Southeast corner of the E. R. Elliott property;  
thence turn an angle to the left of 89 deg. 02 min. 30 sec., and run along the  
Easterly line of said E. R. Elliott property in a Northerly direction for a  
distance of 178.26 feet to a point on the Southerly line of the right-of-way  
of U.S. Highway #280, which is on a curve in said right-of-way, said curve  
being concave in a Northwesterly direction, having a radius of 8444.37 feet  
and a central angle of 0 deg. 40 min. thence in a Westerly direction along the  
arc of said curve for a distance of 110.64 feet; thence run in a Southerly  
direction for a distance of 162.09 feet, more or less, to the point of beginning;  
being situated in Shelby County, Alabama.

TURNER PAINTING COMPANY IS ONE IN THE SAME AS TURNER PAINTING, INC.

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

TURNER PAINTING, INC.

have hereunto set signature and seal, this 24TH day of July, 1991

TURNER PAINTING, INC. (SEAL)

X James A. Turner (SEAL)

X Kenneth L. Turner, Sr. (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

Cynthia B. Kemp

I, a Notary Public in and for said County, in said State, hereby certify that James A. Turner and Kenneth L. Turner, Sr.

whose name as President & Vice President of Turner Painting, 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 24th day of July, 19 91

Notary Public

MY COMMISSION EXPIRES MARCH 8, 1992

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

91 JUL 30 AM 11:16

JUDGE OF PROBATE

MORTGAGE DEED

TO

Return to:

1. Doc. Fee	15.00
2. State Tax	3.00
3. County Tax	3.00
4. Notary Fee	1.00
Total	24.00