

This instrument was prepared by

(Name) ✓ Lamar Ham

(Address) 3512 Old Montgomery Highway
Birmingham, AL 35209

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY of Jefferson

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

J. Elliott Corporation, an Alabama Corporation
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Joe S. Mizerany, III, Donald W. Huey, and John C. Miller

(hereinafter called "Mortgagee", whether one or more), in the sum
of Sixty Five Thousand and 00/100----- Dollars
(\$ 65,000.00), evidenced by one promissory note of even date herewith and
payable according to the terms contained therein

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,

J. Elliott Corporation, an Alabama Corporation

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 I:

Beginning at the southeast corner of the NE 1/4 of the NW 1/4 of the SW 1/4 of Section 14, Township 19 South, Range 2 West, and run northerly along the east line of said 1/4-1/4-1/4 section 530.70 feet; thence turn left an angle of 88° 19' 30" and run westerly, 660.78 feet to the west line of said 1/4-1/4-1/4 section; thence turn left an angle of 91° 36' 30" and run southerly along said west line 530.00 feet; thence turn left an angle of 88° 20' 30" and run easterly 661.41 feet to the point of beginning; being in the NE 1/4 of the NW 1/4 of the SW 1/4 of Section 14, Township 19 South, Range 2 West, Shelby County, Alabama.

PARCEL II:

Part of Lots 9-B and 10-B of Gordon Cross Estates as recorded in Map Book 5, page 15 in the Office of the Judge of Probate of Shelby County, Alabama, more particularly described as follows: Begin at a point where the south line of Pineywood Trace intersects with the east line of Garland Road; thence south along east right of way line of Garland Drive for 261.82', thence turn an angle to the left of 88° 25' 30" and run east for 30.02' to the west line of Lot 2, Pineywood Forest, as recorded in Map Book 9, page 121, thence north along west line of said Lot 2 for 41.42'; thence east along north line of said Lot 2 for 57.98'; thence north along west line of said Lot 2 for 187.49 feet to the south line of Pineywood Trace; thence west along the south line of Pineywood Trace for 119.43' to the point of beginning.

This is a Purchase Money Mortgage.

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

Inst # 1992-13651

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 J. Elliott Corporation, an Alabama Corporation
have hereunto set My signature and seal, this 9th day of July, 1992
J. Elliott Corporation (SEAL)
By: *James W. Elliott* (SEAL)
(SEAL)
(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 }
Jefferson COUNTY }
I, _____ the undersigned _____, a Notary Public in and for said County, in said State,
hereby certify that *James W. Elliott*
whose name as *President* of J. Elliott Corporation, an Alabama Corporation
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 9th day of July, 1992
_____, Notary Public
MY COMMISSION EXPIRES NOVEMBER 9, 1993

Return to:

TO

MORTGAGE DEED

Inst # 1992-13651

07/10/1992-13651
09:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 108.50

This form furnished by

LAND TITLE COMPANY OF ALABAMA

600 20TH STREET NORTH
BIRMINGHAM, ALABAMA 35203-2693
(205) 251-2871

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B.T. 4