

84.00

Central State Bank
P. O. Box 180
Calera, AL 35040

This instrument was prepared by

(Name) Michael T. Atchison, Attorney at Law

(Address) P.O. Box 822 Columbiana, Al. 35051

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,

COUNTRY CLUB ENTERPRISES, INC.

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

James L. Carden

(hereinafter called "Mortgagee", whether one or more), in the sum

of Fifty Thousand and no/100 ----- Dollars
(\$ 50,000.00), evidenced by A Real Estate Note/Mortgage of even date

Inst # 1992-30699

12/18/1992-30699
03:29 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 MCD 84.00

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,

COUNTRY CLUB ENTERPRISES, 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:

Commence at the northwest corner of Section 1, Township 24 North, Range 13 East, thence run east along the Freeman Base Line a distance of 691.72 feet to the SW corner of the SE 1/4 Fractional Section 22, Township 22 South, Range 2 West; thence continue east along the Freeman Base Line a distance of 268.28 feet to the point of beginning; thence turn an angle of 88 degrees 50 minutes to the left and run a distance of 1141.65 feet; thence turn an angle of 51 degrees 38 minutes 45 seconds to the right and run a distance of 312.00 feet; thence turn an angle of 35 degrees 40 minutes to the left and run a distance of 794.00 feet; thence turn an angle of 47 degrees 45 minutes 15 seconds to the right and run a distance of 246.22 feet; thence turn an angle of 71 degrees 39 minutes 45 seconds to the right and run a distance of 226.20 feet; thence turn an angle of 43 degrees 47 minutes 30 seconds to the right and run a distance of 1322.71 feet; thence turn an angle of 89 degrees 23 minutes 15 seconds to the left and run a distance of 155.00 feet to the northwest corner of the S 1/2 of the E 1/2 of the SE 1/4 of Fractional Section 22, Township 22 South, Range 2 West; thence turn an angle of 89 degrees 23 minutes 15 seconds to the right and run south along said 1/4-1/4 section line a distance of 616.45 feet to the Freeman Base Line; thence turn an angle of 89 degrees 38 minutes 45 seconds to the right and run along said Base Line a distance of 1026.15 feet to the point of beginning situated in the W 1/2 of the SE 1/4 and the SW 1/4 of the NE 1/4 of Fractional Section 22, Township 22 South, Range 2 West.

ALSO the S 1/2 of the E 1/2 of the SE 1/4 of Fractional Section 22, Township 22 South, Range 2 West;

ALSO the NW 1/4 of the NW 1/4 of Section 1, Township 24 North, Range 13 East, lying east of Interstate Highway No. 65 R/O/W line;

All of the NE 1/4 of the NW 1/4, Section 1, Township 24 North, Range 13 East;

ALSO the NW 1/4 of the NE 1/4, Section 1, Township 24 North, Range 13 East, lying west of the Louisville and Nashville Railroad R/O/W line;

ALSO a 40' right of way for a public road, being 20 feet on each side of a centerline described as follows: Commence at the southeast corner of the N 1/2 of the W 1/2 of the SE 1/4 of Section 22, Township 22 South, Range 2 West; thence run west along the south line of said N 1/2 of the W 1/2 of the SE 1/4 a distance of 135.00 feet to the center line of the 40 foot road and the point of beginning; thence turn an angle of 89 degrees 23 minutes 15 seconds to the right and run a distance of 1330.29 feet; thence turn an angle of 43 degrees 47 minutes 30 seconds to the left and run a distance of 248.69 feet; thence turn an angle of 25 degrees 10 minutes 45 seconds to the left and run a distance of 163.15 feet to the southeast R/O/W line of Alabama Highway No. 25 and the point of ending; situated in the N 1/2 of the W 1/2 of the SE 1/4 and the SW 1/4 of the NE 1/4 of Section 22, Township 22 South, Range 2 West.

LESS AND EXCEPT property described in Real Book 372, Page 530; Deed Book 347, Page 86 and Country Club Estates, Phase II, recorded in Map Book 10, Page 37, in the Probate Office of Shelby County, Alabama.
LESS AND EXCEPT lot of James W. Bird, Jr.
All being situated in Shelby County, Alabama.

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

To Have And To Hold the above granted property unto the said Mortgages, 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
COUNTRY CLUB ENTERPRISES, INC.

have hereunto set our signature and seal, this 14th day of December, 1992

James L. Carden (SEAL)
James L. Carden, President (SEAL)

William M. Schroeder (SEAL)
William M. Schroeder, Secretary (SEAL)

THE STATE of Alabama }
Shelby 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 James L. Carden and William M. Schroeder

whose name as President & Secretary of COUNTRY CLUB ENTERPRISES, 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 14th day of December, 1992
Lolly Collins _____, Notary Public
NOTARY PUBLIC - EXPIRES JAN. 25, 1994

Return to:

TO

MORTGAGE DEED

Inst. # 1992-30699

12/18/1992-30699
03:29 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 84.00

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama