

This instrument was prepared by

(Name) Wallace, Ellis, Fowler & Head

(Address) Columbiana, AL 35051

Form 1-1-88 Rev. 1-88

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Kenneth A. Beil, an unmarried man

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

Clifford O. Beil Trust

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

Dollars

of Four Hundred Eighteen Thousand, Two Hundred Eighteen & 10/100
(\$418,218.10), ~~originally~~ pursuant to Court Orders in Shelby County Case No. DR-97-246
and Case No. CV-97-690.

Inst # 1998-20953

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,

Kenneth A. Beil

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:

All that part of the SW 1/4 of the NE 1/4 of Section 30, Township 19 South, Range 2 East, lying North of New U.S. Highway 280 and South of Old U.S. Highway 280, being situated in Shelby County, Alabama.

The SW 1/4 of SE 1/4, Section 19, Township 19 South, Range 2 East.
Also an easement 70.0 feet in width, 35 feet on each side of a center line described as: Commence at the NW corner of Section 30, Township 19 South, Range 2 East and run thence East along the North line of said Section 30 a distance of 1601.90 feet to the West right of way line of U.S. Highway 280; thence turn an angle of 83 deg. 12' to the right and run along said right of way a distance of 197.40 feet; thence turn an angle of 2 deg. 58' to the left and run a distance of 337.10 feet to a point on said right of way line; thence turn an angle of 47 deg. 31' to the left and run a distance of 193.48 feet to point on East right of way of said highway and the point of beginning; thence turn an angle of 48 deg. 02' to the left and run a distance of 75.32 feet; thence turn an angle of 11 deg. 26' to the left and run a distance of 399.13 feet; thence turn an angle of 53 deg. 28' to the left and run a distance of 404.13 feet; thence turn an angle of 80 deg. 13' to the right and run a distance of 340.14 feet to a point on East line of NE 1/4 of NW 1/4 of said Section 30; which point is 35 feet South from the NE corner and the point of ending. Also an easement 70.00 feet in width (35.00 feet on each side of a centerline) described as: Commence at the NW corner of the NW 1/4 of NE 1/4 of said Section 30, Township 19 South, Range 2 East; thence run South a distance of 35.00 feet to the point of beginning; thence turn an angle of 148 deg. 30' to the left and run a distance of 66.99 feet to the point of ending, which point is 57.11 feet East of the NW corner of the NW 1/4 of NE 1/4 of said Section 30. Situated in Shelby County, Alabama.

All that part of the W 1/2 of the NE 1/4 of Section 30, Township 19 South, Range 2 East, which lies North of Florida Short Route U.S. Highway 280 right of way except easement conveyed to Weeks and Starcher as described in Deed Book 234, page 48 in Probate Office of Shelby County, Alabama.

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06/05/1998-20953
03:00 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 638.45

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 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

have hereunto set my signature and seal, this 17th day of April, 1998.
..... (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kenneth A. Beil

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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of April, 1998.
..... Notary Public.

THE STATE of
COUNTY

I, a Notary Public in and for said County, in said State, hereby certify that

whose name as of 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 day of, 19
....., Notary Public

Return to:

TO

MORTGAGE DEED

Inst # 1998-20953
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03:00 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 638.45

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