



JEFFERSON TITLE CORPORATION
P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

This instrument was prepared by

(Name) First Commercial Bank

(Address) P.O. Box 1708 Cullman, AL 35056

MORTGAGE

STATE OF ALABAMA
CULLMAN

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

E. O'NEAL BROWDER, JR. and wife, VICKI W. BROWDER

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

FIRST COMMERCIAL BANK

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

of FOUR HUNDRED THOUSAND AND NO/100

(\$ 400,000.00), evidenced by one certain note/security agreement 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,

E. O'NEAL BROWDER, JR. and wife, VICKI W. BROWDER

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 EXHIBIT "A" ATTACHED

THIS MORTGAGE IS EXECUTED TO SECURE THIS DEBT OR ANY OTHER DEBT THAT MORTGAGORS OWE OR MAY OWE MORTGAGEE NOW OR IN THE FUTURE. FUTURE DEBTS ARE ANTICIPATED. MORTGAGORS AGREE TO KEEP ALL BUILDINGS SITUATED ON THE HEREINABOVE DESCRIBED PROPERTY INSURED. IF THEY FAIL TO DO SO, MORTGAGEE MAY PROCURE SUCH INSURANCE AND CHARGE THE PREMIUMS AS A PART OF THIS DEBT.

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

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08/06/1999-32965

09:40 AM CERTIFIED

SEAL COUNTY JUDGE OF PROBATE

513.50

205

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 Mortgagee 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

E. O'NEAL BROWDER, JR. and wife, VICKI W. BROWDER

have hereunto set their signature and seal, this 3rd

day of August

1999

E. O'NEAL BROWDER, JR. (SEAL)

Vicki W. Browder (SEAL)

VICKI W. BROWDER (SEAL)

THE STATE of ALABAMA
CULLMAN

COUNTY }

a Notary Public in and for said County, in said State,

I, the Undersigned

hereby certify that E. O'Neal Browder and wife, Vicki W. Browder

whose name is signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd

day of August

1999

Notary Public

THE STATE of

COUNTY }

a Notary Public in and for said County, in said State,

I, hereby certify that

whose name is 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

TO

MORTGAGE DEED

Recording Fee \$

Deed Tax \$

This form furnished by



JEFFERSON TITLE CORPORATION

P.O. Box 10481 • Birmingham, AL 35201 • (205) 378-8070

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 17, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

SHELBY

Commence at the Northeast Corner of the Northwest 1/4 of the Northeast 1/4 of Section 17, Township 19 South, Range 2 West, Shelby County, Alabama; thence run in a Westerly direction along the North line of said Section 912.03 feet to the POINT OF BEGINNING; said point being a 1" crimped iron found and the Southeast corner of Lot 10, Cahaba Pointe as Recorded in Map Book 12, Page 97, in the ~~Shelby~~ County Office of Probate; thence deflect left from said section line $41^{\circ}04'07''$ and run in a Southwesterly direction along said subdivision boundary 312.15 feet to a 1/2" crimped iron found; thence turn an interior angle of $245^{\circ}28'15''$ and run to the right in a Northwesterly direction along said subdivision boundary 174.84 feet to a 1" crimped iron found; thence turn an interior of $126^{\circ}07'30''$ and run to the left in a Southwesterly direction along said subdivision boundary 189.00 feet to a point; thence turn an interior angle of $193^{\circ}37'36''$ and run to the right in a Southwesterly direction along said subdivision boundary 88.39 feet to a point; thence turn an interior angle of $241^{\circ}16'22''$ and run to the right in a Northwesterly direction along said subdivision boundary 111.68 feet to a point; thence turn an interior angle of $232^{\circ}05'13''$ and run to the right in a Northeasterly direction along said subdivision boundary 154.15 feet to a point on the North line of said Section; said point being a rebar with surveyor's cap found; said cap bearing the surveyor's registration number 15153; thence turn an interior angle of $79^{\circ}35'16''$ and run to the left along North line of said Section 396.24 feet to a point in the center of the Cahaba River; thence turn an interior angle of $102^{\circ}23'22''$ and run to the left in a Southwesterly direction along the center of the Cahaba River 62.49 feet to a point; thence turn an interior angle of $213^{\circ}30'30''$ and run to the right in a Southwesterly direction along the center of the Cahaba River 421.67 feet to a point; thence turn an interior angle of $178^{\circ}16'52''$ and run to the left in a Southwesterly direction along the center of the Cahaba River 155.15 feet to a point; thence turn an interior angle of $181^{\circ}14'10''$ and run to the right in a Southwesterly direction along the center of the Cahaba River 30.32 feet to a point; thence turn an interior angle of $105^{\circ}09'51''$ and run to the left in a Southeasterly direction and leaving said Cahaba River 509.42 feet to a 3/8" rebar found; thence turn an interior angle of $170^{\circ}03'12''$ and run to the left in a Southeasterly direction 58.50 feet to a 3/8" rebar found; thence turn an interior angle of $126^{\circ}05'07''$ and run to the left in a Northeasterly direction 130.30 feet to a point on point on the North right-of-way of Cayce Lane; Said point being on the arc of a curve having a radius of 50.00 feet, a central angle of $34^{\circ}48'24''$ and forming an interior angle to tangent from last described course of $167^{\circ}45'19''$; thence run along said arc and along said right-of-way in a Easterly direction 30.37 feet to a point of reverse curvature; having a radius of 25.00 feet and a central angle of $42^{\circ}50'00''$; thence run along said arc and along said right-of-way in a Easterly direction 18.69 feet to a 3/8" rebar found; thence run tangent to last described curve in a Northeasterly direction along said right-of-way 73.53 feet to a point on the West line of Lot 45 of Sandpiper Trail Subdivision, Sector 11, as recorded in Map Book 12, Page 46, in the Probate Office of Shelby County; thence turn an interior angle of $98^{\circ}46'25''$ and run to the left in a Northwesterly direction along said West lot line 207.02 feet to the Northwest corner of Said Lot 45; Said point being a 1/2" rebar found; thence turn an interior angle of $266^{\circ}17'54''$ and run to the right in a Northeasterly direction along said subdivision boundary 239.85 feet to a point; thence turn an interior angle of $201^{\circ}30'24''$ and run to the right in a Easterly direction along said subdivision boundary 239.88 feet to a 3/8" rebar found; thence turn an interior angle of $123^{\circ}01'27''$ and run to the left in a Northeasterly direction along said subdivision boundary 309.89 feet to a 3/8" rebar found; thence turn an interior angle of $197^{\circ}17'16''$ and run to the right in a Northeasterly direction along said subdivision boundary 596.83 feet to a 1" crimped iron found; thence turn an interior angle of $80^{\circ}40'00''$ and run to the left in a Northwesterly direction 98.82 feet to the POINT OF BEGINNING.

Inst # 1999-32965

08/06/1999-32965
09:40 AM CERTIFIEDSHELBY COUNTY CLERK OF PROBATE
08/11/99

E. O'Neal Browder, Jr.

Vicki W. Browder