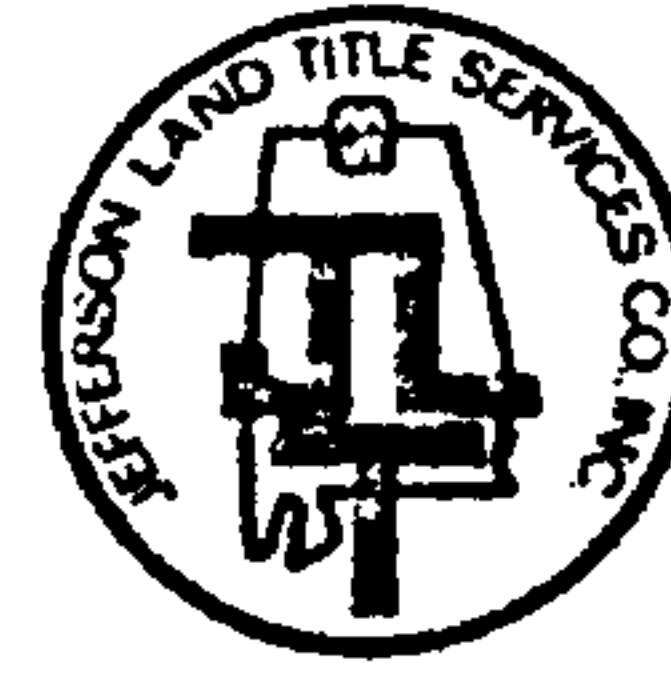


This instrument was prepared by

(Name) Thomas L. Foster, Attorney

(Address) 2010 City Federal Bldg.
Birmingham, Alabama 35203



Jefferson Land Title Services Co., Inc.

318 21st NORTH • P.O. BOX 10481 • PHONE (205) 328-8020

BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Mississippi Valley Title Insurance Company

MORTGAGE—

STATE OF ALABAMA

JEFFERSON

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Donald E. Dupree, Sr. and wife, Judith B. Dupree

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
Arrowhead Associates, Inc.



19810611000064620 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
06/11/1981 00:00:00 FILED/CERTIFIED

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BOOK

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,

Donald E. Dupree, Sr. and wife, Judith B. Dupree

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagor the following described real estate, situated in ...
Shelby County, State of Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

THIS IS A PURCHASE MONEY MORTGAGE.

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 Donald E. Dupree, Sr. and wife, Judith B. Dupree

BOOK 413 PAGE 187

have hereunto set their signatures and seals this 8th day of June 1981

Donald E. Dupree (SEAL)
Donald E. Dupree

Judith B. Dupree (SEAL)
Judith B. Dupree

(SEAL)

THE STATE of ALABAMA
JEFFERSON

COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald E. Dupree, Sr. and wife, Judith B. Dupree

whose names are 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 8th day of June

, 19 81.

Notary Public.

THE STATE of

COUNTY }

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

I, 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

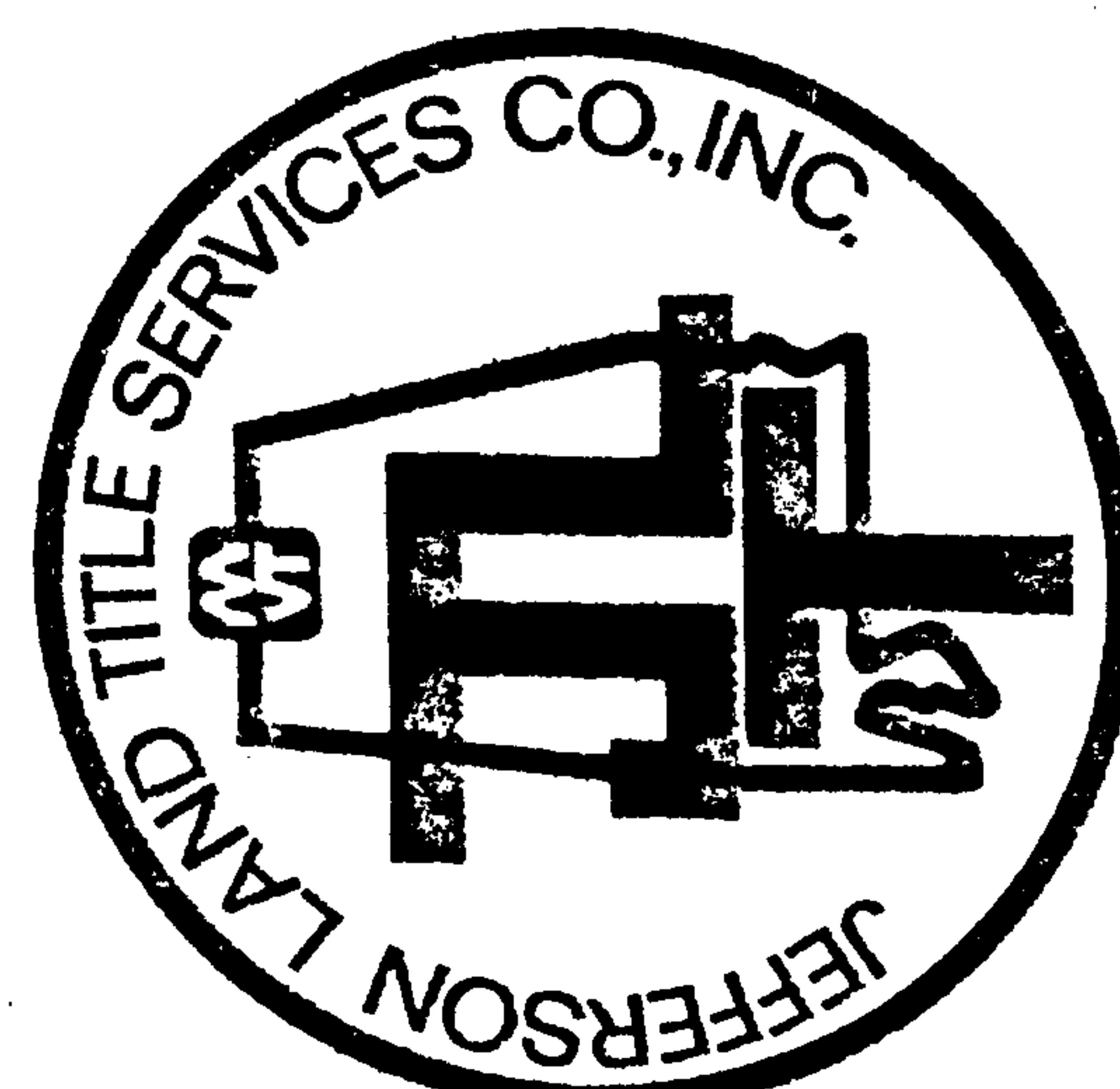
, 19

Notary Public

Return to: Thomas Foster City
2010 City Federal Bldg.
Bham, AL 35203

TO

MORTGAGE DEED



Recording Fee \$
Deed Tax \$

This form furnished by

Jefferson Land Title Services Co., Inc.

318 21ST NORTH • P. O. BOX 10491 • PHONE (205) 328-8020

AGENTS FOR
Mississippi Valley Title Insurance Company

Exhibit A
PARCEL I

Commence at the SW 1/4 corner of the NW 1/4 of the NE 1/4 of Section 27, Township 19 South, Range 2 West, and run in a northerly direction along the 1/4-1/4 section line for a distance of 139.57 feet; thence, turn an angle of 37° 55' 09" to the left and leaving said 1/4-1/4 section line, run in a westerly direction for a distance of 122.11 feet to the point of beginning; thence, turn an angle of 90° to the left and run in a southerly direction for a distance of 102.00 feet; thence, turn an angle of 46° to the right and run in a southwesterly direction for a distance of 363.0 feet; thence, turn an angle of 80° 34' 09" to the right and run in a northwesterly direction for a distance of 219.91 feet to the southerly property line of William H. and Dorothy P. Carlisle as recorded in Deed Book 265, page 334, in the Office of the Judge of Probate, Shelby County, Alabama, thence, turn an angle of 118° 57' 10" to the right and run in a northeasterly direction for a distance of 46.49 feet along said property line to a point on the northwesterly right of way line of Timberhill Road as recorded in deed book 292, page 148, in the Office of the Judge of Probate, Shelby County, Alabama; thence, turn an angle of 90° to the right and run in a southeasterly direction along said right of way line for a distance of 50.0 feet to a curve to the left, said curve having a central angle of 60° 19' 16" and a radius of 304.32 feet; thence, turn an angle of 90° to the left to tangent of said curve and run in a northeasterly direction along the arc of said curve and along said right of way line for a distance of 320.39 feet; thence, turn an angle of 84° 47' 57" to the right from tangent of said curve and leaving said right of way line, run in an easterly direction for a distance of 197.74 feet to the point of beginning and containing 66,223 square feet or 1.5 acres more or less.

PARCEL II

A parcel of land located in the NE 1/4 of Section 27, Township 19, Range 2 West, more particularly described as follows: Commence at the northeast corner of Lot 7, Block 2 of Cherokee Forest, first Sector, as recorded in Map Book 5, page 17, in the Office of the Judge of Probate of Shelby County, Alabama, thence in an easterly direction along the projection of the northerly line of said lot 7 a distance of 250 feet; thence 90° right in a southerly direction a distance of 427 feet to point of beginning; thence continue along last described course a distance of 50 feet; thence 90° left in an easterly direction a distance of 435 feet; thence 90° left in a northerly direction a distance of 50 feet; thence 90° left in a westerly direction a distance of 435 feet to the point of beginning. Situated in Shelby County, Alabama.

John G. Johnson, Jr.
Judge of Probate
EXHIBIT "A"

1981 JUN 11 AM 9:29

John G. Johnson, Jr.
JUDGE OF PROBATE
Mtg. 14.25
Rec. 4.50
Ind. 1.00
19.75