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FROM THE LAW OFFICES OF

GULLAHORN & HARE, P.C.

ALBERTVILLE, ALABAMA

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Shelby Cnty Judge of Probate, AL  
06/29/1981 00:00:00 FILED/CERTIFIED

STATE OF ALABAMA )

SHELBY COUNTY )

R E A L   E S T A T E   M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned, JOHN CHILES as Trustee of the MARY H. CHILES IRREVOCABLE TRUST dated January 15, 1981, hereinafter called the Mortgagor, has justly become indebted to JOHN CHILES as Trustee of the MARY H. CHILES REVOCABLE TRUST dated January 12, 1981, hereinafter called the Mortgagee, in the full sum of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000) DOLLARS, money lent and advanced, under the terms of fifteen (15) promissory notes of even date herewith, payable according to the terms of such notes, all bearing interest at the rate of 6% per annum, the last payment under the terms of such notes being due fifteen (15) years from date.

WHEREAS, the said Mortgagor is desirous of securing the prompt payment of said notes and the payments due thereunder,

NOW THEREFORE, in consideration of the premises and the sum of ONE (\$1.00) DOLLAR to the undersigned Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt payment of said indebtedness as it becomes due the said Mortgagor does hereby grant, bargain, sell and convey unto the said Mortgagee the following described real property situated in Shelby County, Alabama, to-wit:

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See attached Exhibit "A"

This instrument was prepared by:

William C. Gullahorn, Jr. and Charles R. Hare, Jr.  
Attorneys-at-law, P. O. Box 669, Albertville, Alabama ✓

#10525

together with the hereditaments and appurtenances thereunto belonging, and also together with all equipment and fixtures for heating and lighting now or hereafter installed therein by the Mortgagor.

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining unto the said Mortgagee and assigns of the Mortgagee forever.

And the Mortgagor hereby covenants that Mortgagor is seized of said real property in fee simple, and has a good right to sell and convey the same; that the property is free from all encumbrances and that the Mortgagor, and Mortgagor's heirs, executors, administrators, next-of-kin, and assigns will forever defend the same unto the Mortgagee and assigns against the claims of all persons whomsoever;

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements, that is to say:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more payments on the principal that are next due on the note, on the first day of any month prior to maturity.
2. That in the event that prepayment is made in part or in full prior to maturity the Mortgagor, surety, guarantor or endorser hereunder will pay to the Mortgagee, or its assigns an additional premium of ZERO ( -0- %) per cent of the amount so prepaid.
3. If the Mortgagee shall be made a party to any suit involving the title to the property hereby conveyed and employs an attorney to represent it therein, or if the Mortgagee employs an attorney to assist in settling or removing any cloud on the title to the property hereby conveyed that purports to be superior to the lien of this mortgage in any respect, the Mortgagor will pay to the Mortgagee, when the same becomes due, such attorney's fee as may be reasonable for such services, and if such fee is paid or incurred by the Mortgagee, the same shall be secured by the lien of this mortgage in addition to the indebtedness specially secured hereby and shall bear interest from the date it is paid or incurred and shall be at once due and payable.
4. So long as any of the indebtedness secured hereby shall remain unpaid, in whole or in part, the Mortgagor agrees to keep said premises and the improvements thereon in good condition, and to pay all assessments that may be levied or accrue upon said property, and all other charges that may become liens upon said premises, and not to permit any lien, which might take precedence over the lien of this mortgage, to accrue and remain on said premises, or any part thereof, or on the improvements thereon.
5. The Mortgagor agrees to pay all taxes and assessments that may be assessed upon said property and all taxes except income taxes that may be assessed upon the Mortgagee's interest thereon or upon this mortgage or the moneys secured hereby, any law to the contrary notwithstanding. Upon any violation of this undertaking, or the passage of any law imposing upon the Mortgagee the payment of any part of the taxes aforesaid, or upon the rendition by any court of last resort of a decision that the undertaking to pay the taxes as aforesaid is legally inoperative, then in any such event, the debt hereby secured shall, at the

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Mortgagee's option, become immediately due and payable without deduction, any law heretofore or hereafter enacted to the contrary notwithstanding.

6. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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7. If the Mortgagor fails to insure said property as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued, or assessed upon or against said property or the indebtedness secured hereby, or any interest of the mortgagee in either, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might become liens superior to the lien of this mortgage, the Mortgagee may, at its option, insure said property and/or pay said taxes, assessments, debts, liens, and/or charges, and any money which the Mortgagee shall have so paid or become obligated to pay shall constitute a debt to the Mortgagee additional to the debt hereby specially secured, shall be secured by this mortgage, shall bear legal interest from date paid or incurred, and, at the option of the Mortgagee, shall be immediately due and payable.

8. No failure of the Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past or present default on the part of the Mortgagor; and the procurement of insurance or the payment of taxes or other liens, debts, or charges by the Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagor or procure such insurance or to pay such taxes, debts, liens, or charges.

9. If the Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall do and perform all acts and agreements to be done and performed by the Mortgagor under the terms and provisions of this mortgage, then this conveyance shall be and become null and void.

10. But if the Mortgagor shall fail to pay, or cause to be paid, as it matures, the indebtedness hereby secured or any part thereof, according to the terms thereof, or if the Mortgagor shall fail to do or perform any other act or thing herein required or agreed to be done or performed, or if the interest of the Mortgagee in said property becomes endangered by reason of the enforcement of any



prior lien or encumbrance thereon, then, in any such event, the whole indebtedness hereby secured shall immediately become due and payable and this mortgage subject to foreclosure, at the option of the Mortgagee, without notice; and the Mortgagee shall have the right and is hereby authorized to enter upon and take possession of said property, and, after or without taking possession, to sell the same before any Courthouse door in said County and State or on the premises at public outcry, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for three successive weeks prior to said sale in some newspaper of general circulation published in said county, and, upon the payment of the purchase money, the deed to the property so purchased, and such purchaser shall not be held to inquire as to the application of the proceeds of such sale. The Mortgagee may bid at the sale and purchase said property, if the highest bidder therefor.

11. The proceeds of said sale shall be applied: First, to the expense of advertising and selling, including reasonable attorney's fees; second, to the repayment of any money, with interest thereon, which the Mortgagee may have paid or become liable to pay or which it may then be necessary to pay for taxes, assessments, insurance and/or other charges, liens, or debts hereinabove, provided; third, to the payment and satisfaction of the indebtedness hereby specially secured with interest, but interest to date of sale only shall be charged; fourth, the balance, if any, shall be paid to the Mortgagor. If this mortgage be foreclosed in Chancery, reasonable attorney's fees for foreclosing the same shall be paid out of the proceeds of the sale.

12. As long as any of the indebtedness hereby secured shall remain unpaid the Mortgagor will neither commit nor permit waste on the premises hereby conveyed; and upon the commission of any waste thereon the Mortgagee may, at its option, declare the entire indebtedness hereby secured to be at once due and payable. Nor will the Mortgagor remove any of the fixtures on the premises hereby conveyed so long as any of the indebtedness hereby secured shall remain unpaid.

13. If the Mortgagor shall make default in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions hereby, all the rents, income, and profits from the premises are hereby transferred, assigned, set over, and conveyed to the Mortgagee, and the Mortgagee may proceed to collect the rent, income, and profits from the premises upon such default, either with or without the appointment of a receiver; but the Mortgagee shall not hereby become bound by the terms of any lease then existing on the premises by electing to collect the rents thereunder, but may at any time terminate the same. Any rents, income, and profits collected by the Mortgagee prior to foreclosure of this indebtedness, less the cost of collecting the same, including any real estate commission or attorney's fee incurred, shall be credited first, on the advances with interest thereon, then upon the interest, and the remainder, if any, upon the principal debt hereby secured.

14. Any promise made by the Mortgagor herein to pay money may be enforced by a suit at law, and the security of this mortgage shall not be waived thereby, and as to such debts the Mortgagor waives all right of exemption under the Constitution and laws of Alabama as to personal property and agrees to pay a reasonable attorney's fee for the collection thereof.

15. The covenants, conditions, and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular

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number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

16. This mortgage and the indebtedness thereby secured shall become immediately due and payable, at the option of the mortgagee, if the mortgagor shall sell the above described property or otherwise transfer title by deed, contract or otherwise, without the written consent of the mortgagee.

Given under his hand and seal this the 19<sup>th</sup> day of June 19 81.

*John Chiles*  
.....(SEAL)  
John Chiles as Trustee of the  
MARY H. CHILES IRREVOCABLE TRUST  
dated January 15, 1981.....(SEAL)

.....(SEAL)

.....(SEAL)

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STATE OF ALABAMA )  
COUNTY )

A C K N O W L E D G M E N T

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 this 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

STATE OF ALABAMA )  
Marshall COUNTY )

A C K N O W L E D G M E N T

I, Charles R. Hixson, Jr., a Notary Public in and for said County in said State, hereby certify that JOHN CHILES, whose name as Trustee of the MARY H. CHILES IRREVOCABLE TRUST dated January 15, 1981, 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, in his capacity as such trustee, executed the same voluntarily on the day the same bears date.

Given under my hand this the 19<sup>th</sup> day of June, 1981.

*Charles R. Hixson, Jr.*  
.....  
Notary Public



An undivided 20% interest in and to the following described real estate, to-wit:

All coal and other minerals, together with all mining rights, in the following described land:

Section Township Range

S1/2 of NE1/4; North 28 acres of NW1/4 of SE1/4;	21	18	1W
E1/2 of NW1/4; SW1/4 of NW1/4	22	18	1W
SW1/4 of NE1/4; NE1/4 of SW1/4; 25 acres in SW1/4 of NW1/4 conveyed by Lee to Peters by deed September 28, 1881; North 16 acres of NW1/4 of SW1/4; 7 acres in SE corner of NW1/4 of SW1/4; SW1/4 of SW1/4 except 2 acres in NW corner	28	18	1W
5 acres in SE corner of SE1/4 of SE1/4;	29	18	1W
NE1/4	32	18	1W
N1/2 of NW1/4; SE1/4 of NW1/4; SW1/4 of SW1/4;	5	19	1W
E1/2 of SE1/4; SW1/4 of SE1/4;	6	19	1W
N1/2 of NE1/4	7	19	1W
S1/2 of NW1/4; N1/2 of SW1/4; NW1/4 of SE1/4 except strip 17 rods wide off the North end of 40.	18	20	3W

And also: an absolute fee simple estate in and to the following described property:

SW1/4 of NE1/4; SE1/4 of SW1/4; W1/2 of SE1/4	4	19	1W
SE1/4 of SE1/4 and E1/2 of SW1/4 of SE1/4;	8	19	1W
All Section 9 except that part of NE1/4 of SE1/4 lying West of County Road and except that part of SE1/4 of SE1/4 lying East of County Road	9	19	1W
All Section 10 lying West of County Road;			
NW1/4 of SW1/4 lying East of County Road except 200 x 488 feet South side and East of Road sold to Lonnie Clark; also except 200 x 400 feet South side and 488 feet East of Road sold to Clifton and Nellie Clark less D. L. Parker	10	19	1W
SE1/4 of SW1/4 and SW1/4 of SE1/4	15	19	1W
N1/2 of NW1/4; SW1/4 of NW1/4; SE1/4 of SW1/4;			
S1/2 of SE1/4; E1/2 of NW1/4 of SE1/4; S1/2 of NE1/4 of NE1/4;	16	19	1W
All except (a) SE1/4 of SW1/4 and SW1/4 of SE1/4;			
(b) all East of County Road of NW1/4 of SE1/4;	21	19	1W
NW1/4 of NE1/4; NW1/4; NW1/4 of SW1/4;	22	19	1W
All (one-half acre) South of Highway of SW1/4 of SE1/4;	22	19	1E

And also, NW1/4 of NE1/4; NW1/4; W1/2 of SW1/4 and NE1/4 of SW1/4, all in Section 4; NE1/4 of NE1/4; E1/2 of SE1/4 of NE1/4; E1/2 of SE1/4 and all East of the Florida Short Route Highway of South 620 feet of SW1/4 of SE1/4, all in Section 5; all East of Florida Short Route Highway of Section 8, except (a) SE1/4 of SE1/4; (b) E1/2 of SW1/4 of SE1/4 and (c) parcel 150 feet by 400 feet in SE1/4 of SW1/4 which parcel was deeded to Stanley S. Swiney on November 1, 1945, all in Township 19, Range 1 West in Shelby County, Alabama. Also, less and except that property deeded to the State of Alabama for Project No. LSF-0214, in 1966; less and except all other property included in the above description previously conveyed.

This conveyance is made subject to covenants, restrictions, reservations and easements heretofore imposed upon the subject property.  
END OF EXHIBIT "A"

SIGNED FOR IDENTIFICATION:



John Chiles, Trustee

mtg tax 750.00  
Rec. 900  
And. 1.00  
760.00  
JUL 29 1981 8:38