19811210000130620 Pg 1/8 .00	
Shelby Cnty Judge of Probate, AL	
2/10/1981 00:00:00 FILED/CERTIFIED	
FILED/CERTIFIED	1

MORTGAGE	DEED
----------	------

THE STATE OF ALABAMA

Shelby County

This instrument was prepared by:

Kikkykkykykykik

Joseph G. Stewart 1600 Bank For Savings Buildin Birmingham, Alabama 35203

Know All Men By These Presents: That whereas

Albert F. Thomasson, individually and d/b/a AFTCO Properties

together with interest thereon, as evidenced by negotiable note__ of even date herewith,

Now, Therefore, in consideration of the premises and in order to secure the payment of said indebtedness and any renewals or extensions of same and any other indebtedness (including future advances) now or hereafter owed by the above-named to Mortgagee and compliance with all the stipulations hereinafter contained, the undersigned Albert F. Thomasson, individually and d/b/a AFTCO Properties, and wife, Sandra J. Thomasson,

(whether one or more, hereinafter called Mortgagors) do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in Shelby County, State of Alabama, viz:

All that real estate described on Exhibit A hereto which is incorporated herein by this reference.

\$ 1,800,000.00 of the proceeds of this loan have been applied to the purchase price described herein, conveyed to Mortgagors simultaneously herewith.

Cahab-uile che

together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as the mortgaged property) shall be deemed realty and conveyed by this mortgage.

To Have and To Hold the same and every part thereof unto the Mortgagee, its successors and assigns forever.

And for the purpose of further securing the payment of said indebtednesses the Mortgagors covenant and agree as follows:

- 1. That they are lawfully seized in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
- 2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property, and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same.
- 3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and with such companies as may be satisfactory to the Mortgagee against loss by fire, wind, and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies for such insurance or, at Mortgagee's election, certificates thereof, and will pay premiums therefor as the same become due. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagors fail to keep said property insured as above specified, the Mortgagee may insure said property for its insurable value against loss by tire, wind, and other hazards for the benefit of the Mortgagee. The proceeds of such insurance shall be paid by insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for all sums becoming due thereunder; said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or to be used in repairing or reconstructing the premises, as the Mortgagee may elect.
- 4. All amounts so expended by said Mortgagee for insurance or for the payment of taxes, assessments or any other prior liens shall become a debt due said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment by said Mortgagee; and upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and same may be foreclosed as hereinafter provided.
 - 5. To take good care of the mortgaged property above described and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.
 - 6. That no delay or failure of the Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present default on the part of said Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagors to procure such insurance or to pay such taxes, liens, or assessments, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee.
 - 7. That they will well and truly pay and discharge every indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagors to Mortgagee whether now or hereafter incurred.
 - 8. That after any default on the part of the Mortgagors, the Mortgagee shall, upon complaint filed or other proper legal preceeding being commenced for the foreclosure of this mortgage, be entitled as a matter of right to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues and profits of said premises, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee not exceeding 15 percent of the unpaid debt after default shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.
 - 9. That all the covenants and agreements of the Mortgagors herein contained shall extend to and hind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the successors and assigns of the Mortgagee.
 - 10. That the debt or debts hereby seculed shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the form and contents of such statement and without regard to the existence or non-existence of the debt, or any part thereof, or of the lien on which such statement is based.

UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge all indebtedness hereby secured as the same shall become due and payable and shall in all things do and perform all acts and agreements by them berein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tex upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged premises shall be charged against the owner of this mortgage or should at a y time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any partion or part of same which may not at said date have been paid, with interest thereon, shall at once become due and payable and this martgage subject to foreclosure at the option of the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to self the same before the Court House door of the County (or the division thereof) where said property is located, at public outery for eash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold; the Mortgagee shall apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee not exceeding 15 percent of the unpaid debt after default; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to whomsoever then appears of record to be the - owner of Mortgagors' interest in said property. The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder. Notwithstanding any of the foregoing provisions, at the foreclosure sale, the said mortgaged property may be offered for sale and sold as a whole without first offering it in parcels or in any other manner or it may be offered for sale and sold in any Cother manner Mortgagee may elect.

The Mortgagee, by the acceptance hereof, agrees to release from the provisions of this mortgage any part of the above described mortgaged property upon either (i) the receipt of a principal reduction at the rate of \$6,100.00 per acre or (ii) the receipt of other collateral acceptable to the Mortgagee having collateral value, as determined by the Mortgagee, at the rate of \$6,100.00 per acre. IN WITNESS WHEREOF the undersigned

Albert F. Thomasson, individually and d/b/a AITCO Properties, and wife, Sandra J. Thomasson, have duly executed this instrument under their hands and seals this 4th day of December, 1981.

ha--hereunta-set-----signature--ambscab--this-day-of

albert F. I. Lames	
Albert F. Thomasson, individual and d/b/a AFTCO Properties	_ (SEAL
_	
Sandra J. Thomasson	(SEAI
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	_ (SEA)

المناهانين وزرياها

Surface rights to all of the following described real property situated above the elevation of 422 O feet above sea level based on United States Coast and Geodetic Survey datum plain elevation, and elevation of 425.0 feet according to construction drawing by Coulter and Gay Engineering Company (the one elevation being equivalent to the other):

### ITEM ONE

#### PARCEL NO. 1

Begin at the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 17, Township 19 South, Range 2 West, Shelby County, Alabama; thence run in a Southerly direction along the West line of said Quarter-Quarter a distance of 700 feet more or less to its intersection with the Center line of Acton Creek; thence run in a Northeasterly and Northerly directions along the meanderings of the center line of Acton Creek to its intersection with the North line of said Quarter-Quarter; thence run in a Westerly direction along the North line of said Quarter-Quarter a distance of 475 feet more or less to the point of beginning. Parcel contains 6. acres.

#### PARCEL NO. 2

Begin at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 16, Township 19 South, Range 2 west, Shelby County, Alabama; thence run in a Southerly direction along the West line of said Quarter-Quarter to the Southwest corner of said Quarter-Quarter; thence continue in a Southerly direction along the West line of the Southwest Quarter of the Southwest Quarter of said Section 16 a distance of 150 feet more or less to its intersection with the Center line of Acton Creek; thence run in a generally Northeastern and Northerly and Northwesterly directions along the center line of said Acton Creek to its intersection with the North line of said Northwest Quarter of the Southwest Quarter of Section 16; thence run in a Westerly direction along the North line of said Quarter-Quarter 350 feet more or less to the point of beginning. Parcel contains 14.7 acres.

# Phase II

#### PARCEL NO. 1

All of the NE 1/4 of the SW 1/4 of Section 17, Township 19 South, Range 2 West, lying Northeast of the Cahaba River. Mineral and mining rights excepted. ITract contains 35. acres.

All that part of the NE 1/4 of the NW 1/4 lying East of the Cahaba River, Section 20, Township 19 South, Range 2 West. Tract contains 21. acres.

## PARCEL NO. 2

South 1/2 of the NE 1/4 of the SE 1/4 of Section 17, Township 19 South, Range 2 West, Shelby County, Alabama. Mineral and mining rights excepted. Parcel contains 20.33 acres.

#### PARCEL NO. 3

All of the Northwest Quarter of the Northeast Quarter and the Northwesterly 36.44 acres of the Southeast Quarter of the Northwest Quarter and the Northwesterly 8.37 acres of the Southwest Quarter of the Northeast Quarter all in Section 20, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Begin at the Northwest corner of the Northwest Quarter of the Northeast Quarter of said Section 20, Township 19 South, Range 2 West; thence run in a Southerly direction along the west line of said Quarter=Quarter a distance of 1,316.72 feet to the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 20; thence run in a Westerly direction along the North line of said Quarter-Quarter a distance of 1,318.02 feet to the Northwest corner of said Quarter-Quarter; thence turn an angle to the left of 91 degrees 48 minutes 18 seconds and run in a Southerly direction along the West line of said Quarter-Quarter a distance of 1,320.07 feet to the Southwest corner of said Quarter-Quarter; thence turn an angle to the left of 88 degrees ll minutes 42 seconds and run in an Easterly direction along the South line

BUOK 417 PAGE

The second secon

of said Southeast quarter of the Northwest quarter a distance of 697.32 feet; thence turn an angle to the left of 55 degrees 06 minutes 36 seconds and run in a Northeasterly direction a distance of 185.72 feet; thence turn an angle to the right of 27 degrees 59 minutes 56 seconds and continue in a Northeasterly direction a distance of 414.89 feet; thence turn an angle to the right of 5 degrees 46 minutes 56 seconds and continue in a Northeasterly direction a distance of 143.90 feet to its intersection with the East line of said Southeast Quarter of the Northwest Quarter; thence turn an angle to the left of 70 degrees 21 minutes 56 seconds and run in a Northerly direction along the East line of said Quarter-Quarter a distance of 148.32 feet; thence turn an angle to the right of 24 degrees 40 minutes 30 seconds and run in a Northeasterly direction a distance of 98.40 feet; thence turn an angle to the right of 42 degrees 33 minutes and run in a Northeasterly direction a distance of 106.43 feet; thence turn an angle to the left of 5 degrees 37 minutes and run'in a Northeasterly direction a distance of 87.53 feet; thence turn an angle to the right of 5 degrees 43 minutes and 36 seconds and run in a Northeasterly direction a distance of 77.42 feet; thence turn an angle to the left of 8 degrees 54 minutes and run in a Mortheasterly direction a distance of 68.24 feet; thence turn an angle to the right of 15 degrees 13 minutes 12 seconds and run in a Northeasterly direction a distance of 45.24 feet; thence turn an angle to the left of 18 degrees 52 minutes and run in a Northeasterly direction a distance of 93.38 feet; thence turn an angle of 3 degrees 12 minutes 06 seconds to the left and run in a Northeasterly direction a distance of 85.90 feet; thence turn an angle of 2 degrees 15 minutes 12 seconds to the right and run in a Northeasterly direction a distance of 159.33 feet; thence turn an angle of 10 degrees 13 minutes 12 seconds to the left and run in a Northeasterly direction a distance of 84.80 feet; thence turn an angle to the left of 43 degrees 36 minutes and run in a Northerly direction a distance of 237.94 feet to its intersection with the South line of the Northwest Quarter of the Northeast Quarter of said Section 20; thence turn an angle of 91 degrees 52 minutes 36 seconds to the right and run in an Easterly direction along the South line of said Northwest Quarter of the Northeast Quarter a distance of 597.50 feet to the Southeast corner of said Quarter-Quarter; thence turn an angle to the left of 91 degrees 52 minutes 36 seconds and run in a Northerly direction along the East line of said Northwest Quarter of the Northeast Quarter of Section 20 a distance of 1,313.43 feet to the Northeast corner of said Quarter-Quarter; thence turn an angle to the left of 87 degrees 58 minutes 50 seconds and run in a Westerly direction along the North line of said Quarter-Quarter a distance of 1,317.30 feet to the point of beginning. Contains 84.62 acres. ALSO:

A 60 foot right of way for ingress and egress described as follows: Commence at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 20, Township 19 South, Range 2 West; thence run in a Westerly direction along the South line of said Quarter-Quarter a distance of 597.50 feet; thence run in a Northerly direction parallel with the East line of said Quarter-Quarter a distance of 675.00 feet to the point of beginning of a 60 foot right of way being 30 feet on either side of the following described line: from said point of beginning run in a Southwesterly direction a distance of 775 feet more or less (said Center line to be established by actual survey at a later date) to its intersection with the West line of said Southwest Quarter of the Northeast Quarter of said Section 20, said point being situated 891 feet more or less South of the Northwest corner of said Quarter-Quarter.

#### ITEM THREE Central Bank

A parcel of land situated partially in the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4, all in Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the Northwest corner of said Northwest 1/4 of Northwest 1/4 of Section 16; thence run in an Easterly direction along the North line of said Quarter-Quarter a distance of 435.0 feet to the point of beginning; thence turn an angle to the right of 89 degrees 00 minutes and run in a Southerly direction a distance of 227.0; thence turn an angle to the left of 54 degrees 11 minutes 41 seconds and run in a

Southeasterly direction a distance of 200.49 feet to a point on the Northwest right-of-way line of North Winnebago Drive; thence turn an angle left of 89 degrees 59 minutes 54 seconds to tangent of a curve, said curve having a radius of 436.42 feet and being concave Westerly; thence run in a Northeasterly direction along the arc of said curve a distance of 25.30 feet; thence turn an angle right of 90 degrees from tangent of said curve and run in a Southeasterly direction a distance of 60 feet to the Southeasterly right of way line; thence turn an angle right of 90 degrees to tangent of a curve, having a radius of 496.42 feet and subtending a central angle of 7 degrees 45 minutes 36 seconds; Ethence run in a Southwesterly direction along the arc of said curve a distance of 67.23 feet; thence turn an angle left of 90 degrees from tangent and run in a Southeasterly direction a distance of 274.14 fest; thence turn an angle right of 74 degrees 24 minutes 24 seconds and run in a Southwesterly direction a distance of 78.91 feet; thence turn an angle left of 7 degrees 13 minutes 08 seconds and run in a Southwesterly direction a distance of 158.09 feet; thence an angle left of 25 degrees 12 minutes 19 seconds and run in a Southeasterly direction a distance of 217.20 feet to the Northwest corner of Lot 4 of Indian Valley, Sixth Sector as recorded in Map Book 5, Page 118 in the office of the Judge of Probate of Shelby County, Alabama; thence turn an angle left of 55 degrees 23 minutes 36 seconds and run in a Southeasterly direction a distance of 340.0 feet; thence an angle right of 22 degrees and run in a Southeasterly direction a distance of 367.0 feet; thence an angle right of 76 degrees 35 minutes 53 seconds and run in a Southwesterly direction a distance of 213.46 feet to a point on the Northerly right of way line of South Winnebago Drive; thence an angle left of 129 degrees 17 minutes 53 seconds and run in a Northeasterly on direction along said North right of way line to a point 60 feet Northwesterly CV of and perpendicular to the Northeast corner of Lot 1, Block 1, of Indian Valley, Sixth Sector; thence an angle right of 90 degrees and run in a Southeasterly direction and along the Northeast line of said Lot 1, a distance of 350 feet race or less to the Centerline of Acton Creek; thence run in a Northeasterly direction along the Centerline of Acton Creek to the East Boundary line of the Northeast Quarter of the Northwest Quarter of said Section 16; thence run in a Northerly direction along said East line to the North line of Section 16; thence run in a Westerly direction along said North line to the Point of Beginning. Tract contains 54. acres more or less.

#### ITEM FOUR Central Bank

The Southwest 1/4 of the Southeast 1/4 of Section 17, Township 19 South, Range 2 West, containing 40.66 acres.

> ITEM FIVE Myca Inc. and et al

A parcel of land situated in the Southeast Quarter of the Northeast Quarter of Section 17, Township 19 South, Range 2 West and partially situated in the Southwest Quarter of the Northwest Quarter of Section 16, Township 19 South, Range 2 West all in Shelby County, Alabama being more particularly described as follows: Begin at the Southeast corner of said Southeast Quarter of the Northeast Quarter of Section 17, thence run in a Westerly direction along the South line of said Quarter-Quarter to the Southwest corner of said Quarter-Quarter; thence run in a Northeasterly direction along a diagonal line that would intersect the Northeast corner of said Quarter-Quarter to a point that is 51.0 feet Southwesterly of the Northeast corner of said Quarter-Quarter, said point being the most Westerly corner of Lot 12, Block 4, of Indian Valley, Sixth Sector, as recorded in Map Book 5, Page 118, Shelby County, Alabama; thence turn an angle to the right of 105 degrees 58 minutes 13 seconds and run in a Southeasterly direction a distance of 122.18 feet to the Northwesterly right of way line of Osceola Road; thence turn an angle to the left of 15 degrees 47 minutes 09 seconds to tangent and run Southeasterly a distance of 60.0 feet to the Southeasterly right of way line of Usceola Road; thence turn an angle to the right of 10 degrees 52 minutes 49 seconds to tangent and run Southeasterly a distance of 271.61 feet to a point; thence turn an angle to

the left of 1 degree 04 minutes 22 seconds and run Southeasterly a distance of 203.82 feet to the centerline of Indian Lake Drive; thence turn an angle to the right of 11 degrees 06 minutes 49 seconds and run Southeasterly along the Southwest line of Lot 10 of Indian /alley, Sixth Sector to the centerline of Acton Creek; thence Southwesterly and Southerly along said center line of Acton Creek to its intersection with the South line of said Southwest Quarter of the Northwest Quarter of Section 16; thence run Westerly along the South line of said Quarter-Quarter to the Southwest corner of said Quarter-Quarter said point being the point of beginning. Tract contains 29 acres.

PARCEL NO. 2

A parcel of land being the Southwest Quarter of the Southeast Quarter of Section 9, Township 19 South, Range 2 West, being more particularly described as follows: Begin at the Southwest corner of said Quarter-Quarter; thence run in an Easterly direction along the South line of said Quarter-Quarter to the Southeast corner of said Quarter-Quarter; thence run in a Northerly direction along the East line of said Quarter-Quarter to the Northeast corner of said Quarter-Quarter: thence run in a Westerly direction along the North line of said Quarter-Quarter to the Northwest corner of said Quarter-Quarter; thence run in a Southerly direction along the West line of said Quarter-Quarter to the Point of beginning. Parcel contains 40,34 acres.

> ITEM SIX Stanford

285 The North 1/2 of the Northeast 1/4 of Section 16, Township 19 South, Range 2 West containing 81.40 acres.

> 19811210000130620 Pg 8/8 .00 Shelby Cnty Judge of Probate, AL 12/10/1981 00:00:00 FILED/CERTIFIED

Aller CERCEATE