

(Name) Steel City Trane A/C Co., Inc.
(Address) 225 Oxmoor Circle Birmingham, Al 35209

MORTGAGE

STATE OF ALABAMA }
COUNTY OF Shelby } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

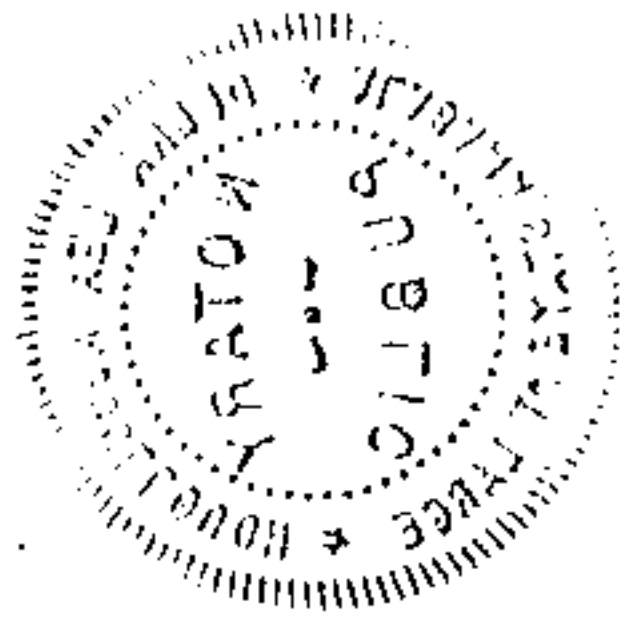
Lewis Kelley and wife Agnes Kelley
(hereinafter called "Mortgagors", whether one or more) are justly indebted to Steel City Trane A/C Co., Inc.

(hereinafter called "Mortgagee", whether one or more) in the sum
of Eleven Thcusand Nine Hundred Five & 32/100-----Dollars
(\$ 11,905.32), evidenced by a promissory note executed on even date herewith, with monthly installments
of One Hundred Forty-One and 73/100-----Dollars (\$ 141.73),
payable on the 25th day of each month after date, commencing January 25th, 19 82, until such
sum is paid in full, payable at Birmingham, Alabama, or at such other place or places as
the owner or holder hereof may from time to time designate. And Whereas, Mortgagors agree, in incurring said indebted-
ness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, Lewis Kelley and wife Agnes
Kelley 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:

A parcel of land located in the NW¼ of the NE¼ of Section 34, Township
21 South, Range 1 West described as follows:
Commence at the SE corner of said forty and run thence South 87° West along
the South boundary of said forty '489 feet to the P. O. B. ; thence
continue South 87° West 246 feet; thence North 36° 15' East and along
Donald Vick East line 170 feet; thence run North 87° East 145.22 feet;
thence Southerly 137.1 feet to the P. O. B.

See Release Price of \$50,000.00 (6-6-83)
BOOK 417 PAGE 809



If the Mortgagor shall sell, lease or otherwise transfer the mortgaged property or any part thereof, without the prior written
consent of the Mortgagee, the Mortgagee shall be authorized to declare at its option all or any part of such indebtedness
immediately due and payable.

Mortgagor and Mortgagee acknowledge the following - described mortgage covering the mortgaged property:
Vol. 367, at Page 65, in the Office of the Judge of Probate of _____
County, Alabama. In the event the within Mortgagor should fail to make any payments which become due on said prior
mortgage, or should default in any of the other terms, provisions and conditions of said prior mortgage, then such default
under the prior mortgage shall constitute a default under the terms and provisions of the within mortgage, and the Mortgagee
herein may, at its option, declare the entire indebtedness due hereunder immediately due and payable and the within
mortgage subject to foreclosure. The Mortgagee herein may, at its option, make, on behalf of Mortgagor, any such payments
which become due on said prior mortgage, or incur any such expenses or obligations, on behalf of Mortgagor, in connection
with the said prior mortgage, in order to prevent the foreclosure of said prior mortgage, and all such amounts so expended
by the within Mortgagee on behalf of Mortgagor shall become a debt to the within Mortgagee, or its assigns, additional
to the debt hereby secured, and shall be covered by this mortgage, and shall bear interest from date of payment by the
within Mortgagee, or its assigns, at the maximum legal interest rate and shall entitle the within Mortgagee to all of the rights
and remedies provided herein, including, at Mortgagee's option, the right to foreclose this mortgage.

This mortgage may be paid in full at any time on or before due date.
There will be a penalty charge of five per cent (5%) on any payment reaching Mortgagee more than ten (10) days after the
due date.
Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

TO HAVE AND TO HOLD the above granted property unto 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 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 of said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest at the maximum legal interest rate 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, 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 encumbrance 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 expenses of advertising, selling and conveying, including such attorneys' fees as are allowed by law; 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 encumbrances, 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.

IN WITNESS WHEREOF the undersigned Lewis Kelley and wife Agnes Kelley

have hereunto set their signature s and seal, this 23rd day of September, 19 81.

"CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT"

Lewis Kelley X Lewis Kelley (SEAL)
Agnes Kelley X Agnes Kelley (SEAL)

BOOK 417 PAGE 810

THE STATE OF ALABAMA
Shelby COUNTY }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Lewis Kelley and Agnes Kelley whose name(s) 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 of office this 23rd day of September, 19 81

Debra Lea McCullough
Notary Public

My Commission Expires: 11-10-84

(Affix Notary Seal)

Return to:

TO

MORTGAGE DEED

BORGWARNER ACCEPT. CORP.
BOX 12428
SHAWNEE MISSION, KS 66212

TRANSFER AND ASSIGNMENT

STATE OF ALABAMA

COUNTY OF Shelby

For value received, the undersigned hereby transfers, assigns and conveys unto Borg-Warner Accept. all its right, title, interest, powers and options in, to and under that certain mortgage dated September 23, 1981, from Louis Kelley & Agnes Kelley to Steel City Motor A/C Co. Inc. recorded in Real Volume _____, page _____, on _____, 19_____, in the Probate Office of Shelby County, Alabama, as well as to the land described therein and the indebtedness secured thereby.

In witness whereof the undersigned has hereunto set its hand and seal, this 10th day of December, 1981.

Signed, sealed and delivered in the presence of

(Witness) [Signature]

(Witness) [Signature]

Joe L. Pharo

Janie V. Bradford

(Seal)

(Seal)

mtg pay - 18.00
Rec. 450
Sub. 100
2850

1982 JAN 11 AM 9:21

[Signature]
NOTARY PUBLIC

CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Janie V. Bradford, whose name as Secretary-Treasurer of Steel City Motor A/C Co. Inc. a corporation, is signed to the foregoing Transfer and Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Transfer and Assignment, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 10th day of December, 1981.

Debra Lea McCullough
Notary Public

My Commission Expires: 11-12-84
(Affix Notarial Seal)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF _____

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing Transfer and Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Transfer and Assignment, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this _____ day of _____, 19____.

Notary Public
My Commission Expires: _____
(Affix Notarial Seal)