

(Name) Dale Corley 1763

(Address) 1933 Montgomery Highway, Birmingham, AL 35209

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

NORTHWEST CALERA, an Alabama Limited Partnership

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to W. B. Crow (as to an undivided 1/2 interest); Helen J. Crow, individually, and also Helen J. Crow and Helen Clifton Crow Mills, as trustees under the Last Will and Testament of Mason Clifton Crow (as to an undivided 1/2 interest)

(hereinafter called "Mortgagee", whether one or more), in the sum of FORTY NINE THOUSAND ONE HUNDRED FIFTY SIX AND 20/100 . . . . . Dollars (\$ 49,156.20 ), evidenced by one promissory note of even date herewith.

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,

NORTHWEST CALERA, an Alabama Limited Partnership

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 attached EXHIBIT "A" for Legal.

This is a purchase money mortgage.

RELEASE PROVISIONS:

1. The Mortgagee shall, subject to the terms and conditions hereinafter set forth, have the right of release for one acre for each \$900, excluding interest, paid on the total purchase price.
2. Purchaser shall designate the property to be released. Purchaser shall leave or provide access to all unreleased portions.
3. Mortgagor shall not be entitled to release of any portion of this property if Mortgagor is in default in the observance or performance of any of Mortgagor's obligations under the Note, or this Mortgage.
4. This purchase money mortgage and the promissory note executed simultaneously shall be the sole security in favor of the mortgagees and the mortgagees shall not seek any deficiency judgment or satisfaction of this said note from any mortgagor and in accordance with the terms of the said note.

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

Crow Real Estate + Ins.  
2012 - 6<sup>th</sup> Ave. N.  
Bham - 35203

BOOK 419 PAGE 896

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 Thomas M. Poe, Jr., as general partner of Northwest Calera, an Alabama Limited Partnership has hereunto set his signature and seal, this 16th day of April, 1982

NORTHWEST CALERA, an Alabama Limited Partnership (SEAL)

By: Thomas M. Poe, Jr. (SEAL)  
Thomas M. Poe, Jr., as general partner (SEAL)

THE STATE of

COUNTY

I, hereby certify that

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

whose name signed to the foregoing conveyance, and who  
that being informed of the contents of the conveyance  
Given under my hand and official seal this

known to me acknowledged before me on this day,  
executed the same voluntarily on the day the same bears date.  
day of , 19  
Notary Public.

THE STATE of ALABAMA

JEFFERSON

COUNTY

the undersigned

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

hereby certify that

Thomas M. Poe, Jr.

NORTHWEST CALERA,

whose name as General Partner

of / an Alabama Limited Partnership

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 general partner, and with full authority, executed the same voluntarily  
for and as the act of said ~~corporation~~ NORTHWEST CALERA, an Alabama Limited Partnership

Given under my hand and official seal, this the

16th day of April, 1982

Debra J. Sanders, Notary Public

Return to:

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA  
317 NORTH 20th STREET  
BIRMINGHAM, ALABAMA 35203

EXHIBIT "A"

Commence at the NW corner of Section 16, Township 22 South, Range 2 West, for point of beginning: thence run Easterly along North line of Section 16 to NE corner of NW 1/4 of the NW 1/4 of said Section; thence turn 65 deg. 27' 05" right and run along West line of land known as Merritt & Krebs lands 1467.97 feet to the North line of NW 1/4 of the SE 1/4 of the NW 1/4; thence turn 65 deg. 29' 32" left, and run 22.08 feet to the NE corner of NW 1/4 of the SE 1/4 of the NW 1/4; thence run South along East line of NW 1/4 of the SE 1/4 of the NW 1/4 to the SE corner of NW 1/4 of the SE 1/4 of the NW 1/4; thence run West to the SW corner of NW 1/4 of the SE 1/4 of the NW 1/4; thence continue along the previously described course 488.54 feet; thence turn 91 deg. 09' 11" right and parallel with West line of NW 1/4 and run 406.87 feet; thence turn 91 deg. 11' left and parallel with South line of NW 1/4 and run 210.00 feet; thence turn 89 deg. 49' left and parallel with West line of NW 1/4 and run 1075.00 feet to South line of NW 1/4; thence turn 89 deg. 49' right and run 608.80 feet to the SW corner of the NW 1/4; thence turn 91 deg. 11' right and run 2673.80 feet to point of beginning. All of the above described land being situated in Northwest Quarter of Section 16, Township 22 South, Range 2 West, Shelby County, Alabama, LESS AND EXCEPT an overlap of 0.563 acres in the Southwest corner.

BOOK 419 PAGE 897

According to survey of Choyce Roberts, Reg. No. 11844, dated August 1979.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1982 APR 16 PM 4:29

*Thomas A. Lawrence, Jr.*  
JUDGE OF PROBATE

*Prtg. tax - 73.80*  
*Rec. 4.50*  
*Sub 1.00*  

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*79.30*