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(Name) F. DON SIEGAL, Leitman, Siegal & Payne, P.A.

(Address) 425 First Alabama Bank Building, Birmingham, Alabama 35203

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

COLONIAL PROPERTIES, INC.

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

C & R PROPERTIES, a General Partnership, consisting of  
James L. Clayton and James E. Roberts,

of One Hundred Fifty-One Thousand Two Hundred (hereinafter called "Mortgagee", whether one or more), in the sum  
(\$151,200.00), evidenced by Promissory Note of even date herewith. Dollars

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, COLONIAL PROPERTIES, INC.,

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:

From the NE corner of the SE 1/2 of the NW 1/4, Section 36, Township 18 South, Range 2 West, run West along the North boundary of said 1/4-1/4 a distance of 139.51 feet; thence left 107 degrees 11 minutes a distance of 54.50 feet to the point of beginning; thence left 2 degrees 35 minutes a distance of 101.03 feet; thence right 16 degrees 15 minutes a distance of 50.81 feet; thence left 28 degrees 15 minutes a distance of 127.44 feet; thence left 8 degrees 47 minutes a distance of 149.67 feet; thence right 16 degrees 25 minutes a distance of 38.24 feet; thence left 86 degrees 22 minutes a distance of 662.50 feet; thence left 78 degrees 08 minutes a distance of 498.93 feet; thence left 107 degrees 07 minutes a distance of 963.00 feet to the point of beginning.

Subject to:

- (1) Ad valorem taxes for the year 1982, which said taxes are not due or payable until October 1, 1982.
- (2) Title to minerals underlying caption lands, with mining rights and privileges belonging thereto.
- (3) Transmission line permits to Alabama Power Company, recorded in Deed Book 97, Page 566; and in Deed Book 109, Page 289, in said Probate Office.
- (4) Transmission line permits to Alabama Power Company, recorded in Deed Book 182, Page 51; and Deed Book 285, Page 93, in said Probate Office.

The proceeds of this loan have been applied on the purchase price of the property described herein conveyed to Mortgagors simultaneously herewith.

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

BOOK 423 PAGE 331

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 Mortgagee 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 COLONIAL PROPERTIES, INC.

have hereunto set its signature and seal, this 15<sup>th</sup> day of September, 1982.

COLONIAL PROPERTIES, INC. (SEAL)

By: Thomas H. Lowder (SEAL)

Its President (SEAL)

(SEAL)

(SEAL)

THE STATE of

1982 SEP 16 AM 11:02  
JUDGE OF PROBATE

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.

DATE of ALABAMA

JACKSON COUNTY }

I, DON DIEGAL hereby certify that Thomas H. Lowder

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

whose name as President of COLONIAL PROPERTIES, INC.

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 15<sup>th</sup> day of September, 1982.

Notary Public

Leitman, Siegal & Payne, P.A.  
425 First Alabama Bank Building  
Birmingham, Alabama 35203

COLONIAL PROPERTIES, INC.

TO

COLONIAL PROPERTIES, a General  
Partnership consisting of  
L. Clayton and  
E. Roberts

MORTGAGE DEED

THIS FORM FROM  
Title Insurance Corporation  
Title Guaranty Division  
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama