

(Name) William A. Jackson, Attorney  
1734 Oxmoor Road  
(Address) Birmingham, Alabama 35209

Form 1-1-22 Rev. 1-44

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Henry L. Laws,

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

Noble W. Fennell, Jr.

(hereinafter called "Mortgages", whether one or more), in the sum of Three Hundred Fifty-Two Thousand and No/100-----Dollars (\$ 352,000.00), evidenced by one promissory note of even date herewith, according to the terms and conditions of said note, with the final payment due on November 29, 2021, if not sooner paid,

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,

Henry L. Laws

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in \_\_\_\_\_ County, State of Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR THE LEGAL DESCRIPTION OF THE PROPERTY BEING MORTGAGED HEREBY.

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

Mortgagor and Mortgagee acknowledge and agree that this mortgage is second and subordinate to that certain mortgage executed by Mortgagee to Eddie Lovelady, et al, as recorded in Mortgage Book 374, Page 273, and re-recorded in Mortgage Book 374, Page 770, in the Office of the Judge of Probate of Shelby County, Alabama. The Mortgagee herein covenants with the Mortgagor herein to pay such principal and interest payments as may be due from time to time on the Mortgagee's promissory note secured by the first mortgage hereinabove referenced as may be necessary in accordance with the terms of said Mortgagee's promissory note and the Mortgagee herein shall provide to Mortgagor evidence of Mortgagee's payment of such first mortgage note payments in the form of his paid and cancelled check or paid receipt following the due dates of such payments as they from time to time are paid.

The Mortgagor reserves the right, in the event Mortgagee shall default in making the principal and interest payments under the Mortgagee's first note and mortgage, to advance the necessary funds direct to such first mortgagee to correct such default and all such funds advanced shall be credited against the Mortgagor's next payments due on the Mortgagor's promissory note secured by this mortgage.

Mortgagor reserves the right to release from the operation and terms of this mortgage such acreage, of Mortgagor's choice and described by a registered engineer at Mortgagor's expense, upon Mortgagor's payment of \$3,000.00 per acre for each acre so released. Any release payments made pursuant to this provision shall be in addition to any other due and owing pursuant to the note secured by this mortgage. Mortgagor further covenants and agrees that for so long as any portion of the property described in this mortgage is not released from the terms hereof, Mortgagee reserves a 60-foot wide easement for ingress and egress from the public highway abutting the property described herein to any of the herein described property yet unreleased from the terms hereof, it being the purpose of this provision to insure that ingress and egress to all property still under mortgage shall be available to a public road for so long as any of said property remains under mortgage. *William A. Jackson, Attorney*

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

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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 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, Henry L. Laws,

have hereunto set his signature and seal, this 29th day of November, 1982.

Henry L. Laws (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

THE STATE of ALABAMA  
JEFFERSON COUNTY }

I, the undersigned  
hereby certify that Henry L. Laws

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

whose name 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 executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal this 29th day of November, 1982.

Notary Public.

THE STATE of  
COUNTY }

I,  
hereby certify that

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

whose name as of  
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 day of, 19

Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Life Guaranty Division  
TITLE INSURANCE - ABSTRACTS  
Birmingham, Alabama

A portion of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 7, the E $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 18, the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  and the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 17, and the S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 8, all in Township 22 South, Range 3 West. Begin at the NE corner of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 7, Township 22 South, Range 3 West and run Westerly along the North side of the said  $\frac{1}{4}$ - $\frac{1}{4}$  for 1316.36 feet to the NW corner of the said  $\frac{1}{4}$ - $\frac{1}{4}$ , then turn an angle of 90° 42' 17" to the left and run Southerly along the West side of the said  $\frac{1}{4}$ - $\frac{1}{4}$  for 1329.17 feet to the NW corner of the E $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 18, Township 22 South, Range 3 West, then turn an angle of 0° 12' 56" to the left and run Southerly for 2661.76 feet to the SW corner of the said E $\frac{1}{2}$ , then turn an angle of 88° 51' 27" to the left and run Easterly for 1307.54 feet along the South side of the said E $\frac{1}{2}$  to the SE corner of the said E $\frac{1}{2}$ , then turn an angle of 91° 02' 51" to the left and run Northerly for 1333.05 feet along the East side of the said E $\frac{1}{2}$  to the SW corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 17, Township 22 South, Range 3 West, then turn an angle of 92° 37' 30" to the right and run Easterly along the South side of the said NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  for 234.27 feet to a point on a fence line, then turn an angle of 82° 57' 33" to the left and run Northeasterly for 79.98 feet to a fence corner, then turn an angle of 81° 45' 09" to the right and run Easterly for 779.93 feet along a fence to a point on the West right-of-way of the Southern Railroad, then turn an angle of 78° 17' 21" to the left and run Northeasterly for 855.67 feet, then turn an angle of 81° 31' to the right and run Easterly for 101.10 feet to a point on the East right-of-way of said Railroad, said point being on an accepted fence line on the North side of the T. D. Harper land, then continue Easterly along the last described course and along the fence on the North side of the T. D. Harper land for 722.22 feet to a point on the West right-of-way of Shelby County Road No. 17, then turn an angle of 84° 41' 02" to the left and run Northerly along the West right-of-way of said Road for 137.06 feet to the point of beginning of a tangent curve concave Southwesterly and having a radius of 1104.13 feet, then continue Northerly along the West right-of-way through a central angle of 20° 38' 07" for 397.66 feet to the end of said curve, then continue Northerly along said West right-of-way for 189.13 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 2904.97 feet, then continue Northerly along the said West right-of-way through a central angle of 6° 03' for 306.74 feet to the end of said curve, then continue Northerly along the said West right-of-way for 404.51 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 1006.31 feet, then continue Northerly through a central angle of 19° 54' 15" for 349.59 feet to a point on the North side of the S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 8, Township 22 South, Range 3 West, then turn an angle from the chord of the last described 349.59 feet arc of 72° 44' 21" to the left and run Westerly along the North side of the said S $\frac{1}{2}$  of the SW $\frac{1}{4}$  for 1862.16 feet back to the point of beginning.

ALSO a portion of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 7, Township 22 South, Range 3 West, and the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 8, Township 22 South, Range 3 West described as follows: Begin at the SE corner of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 7, Township 22 South, Range 3 West and run Westerly along the South side of the said  $\frac{1}{4}$ - $\frac{1}{4}$  for 1316.36 feet to the SW corner of the said NE $\frac{1}{4}$  of the SE $\frac{1}{4}$ , then turn an angle of 89° 17' 43" to the right and run Northerly along the West side of the said  $\frac{1}{4}$ - $\frac{1}{4}$  for 17.51 feet to a point on a fence line, then turn an angle of 89° 55' 49" to the right and run Easterly along a fence for 1132.58 feet, then turn an angle of 1° 23' 48" to the right and run Easterly for 1028.36 feet along the said fence, then turn an angle of 0° 14' 41" to the right and run Easterly along the said fence for 445.63 feet, then turn an angle of 0° 13' 35" to the left and run Easterly along the said fence for 536.31 feet to a point on the West right-of-way of Shelby County Road No. 17, then turn an angle of 62° 09' 31" to the right and run Southeasterly along the West right-of-way of said road for 45.24 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 1006.31 feet, then continue Southeasterly along the West right-of-way of said road through a central angle of 1° 50' 53" for 32.46 feet to a point on the South side of the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 8, Township 22 South, Range 3 West, then turn an angle from the chord of the last described curve section of said right-of-way of 118° 08' 16" to the right and run Westerly along the South side of the said N $\frac{1}{2}$  of the SW $\frac{1}{4}$  for 1862.16 feet back to the point of beginning.

LESS AND EXCEPT a parcel of land lying and being situated partly in the SW $\frac{1}{4}$  of Section 8, and partly in the SE $\frac{1}{4}$  of Section 7, all in Township 22 South, Range 3 West, Shelby County, Alabama, described as follows: From the NW corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 8, run North along the Section line 30.82 feet to a point on a fence, being the point of beginning; thence run East along said fence for 280 feet to the NW corner of property conveyed to Hill by Fennell in Deed Book 335, Page 729; thence run South and parallel to the West line of Section 8 for 628.5 feet; run thence West and along a continuation of said parcel previously mentioned that had been conveyed from Fennell to Hill, for 420.5 feet; thence run North and parallel to the West line of Section 8 for 622.1 feet to a point on a fence; run thence Easterly along said fence for 140.5 feet, and back to the point of beginning.

LESS AND EXCEPT a parcel of land situated in the SW $\frac{1}{4}$  of Section 8, Township 22 South, Range 3 West, Shelby County, Alabama, described as follows: From the NW corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 8, run North along the West section line for 30.82 feet to a point on a fence; thence run Easterly along said fence for 280 feet to the point of beginning of subject parcel of land; from said point thus established, continue to run along said fence for 1486.5 feet; thence deflect right an angle of 109° 00' and run Southwesterly and parallel to the West right-of-way line of the railroad right-of-way line for 660 feet; thence deflect right 90° and run Westerly and parallel to the North line for 1264 feet; thence deflect right 90° and run Northerly for 628.5 feet and back to the point of beginning.

SUBJECT TO a 30-foot easement situated in the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 8, Township 22 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the NW corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 8, and run North along the West  $\frac{1}{4}$ - $\frac{1}{4}$  line for 30.82 feet to a point on a fence; thence run Easterly along said fence line for 1766.5 feet to the point of beginning; thence continue in an Easterly direction along said fence line a distance of 30 feet, more or less, to the right-of-way of Shelby County Highway No. 17; thence Southerly along said Highway right-of-way a distance of 30 feet; thence run West and parallel with the North boundary of property herein described, to a point on the Easterly boundary of property heretofore conveyed to William R. Hill, Jr. and Cynthia Ann Hill, as shown by Deed Book 335, Page 729; thence run in a Northerly direction along the East line of said Hill property to the point of beginning of said easement.

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

1992 DEC -9 AM 8:53

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

Mtg.	528.00
Rec.	6.00
Incl.	1.00
	<hr/> 535.00