REAL ESTATE MORTGAGE	
	This instrument was prepared by:
THE STATE OF ALABAMA	W.T. Keith /IW SouthTrust Bank of Alabama, National Association
ShelbyCounty	P. O. Box 2554 Birmingham, Alabama 35290

KNOW ALL MEN BY THESE PRESENTS: That whereas

Douglas S. Dickinson and wife, Barbara G. Dickinson
ha Ve_become justly indebted toSouthTrust_Bank of Alabama, National Association, with offices inBirmingham,Jefferson County
together with interest thereon, as evidenced by a promissory note or notes of even date herewith,
payable to said Mortgagee in accordance with the terms and at the rate of interest as provided in said note.
NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances*) now or hereafter owed by any of the above-named to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned
Douglas S. Dickinson and wife, Barbara G. Dickinson
(whether one or more, hereinafter called the "Mortgagors") do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in County, State of Alabama, viz:

See Exhibit "A" which is attached hereto and made a part hereof.

THE PROCEEDS OF THIS LOAN HAVE BEEN APPLIED ON THE PURCHASE PRICE OF THE PROPERTY DESCRIBED HEREIN, CONVEYED TO MORTGAGORS SIMULTANEOUSLY HEREWITH.

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^{*()} If this box is checked, notwithstanding any other provision hereof this mortgage secures only the specific debt(s) described in the premises above, all extensions and renewals thereof, the interest thereon, and advances hereafter made by Mortgagee for taxes, assessments, and insurance and to discharge encumbrances on the mortgaged premises, and the interest on such advances.

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 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 indebtedness the Mortgagors warrant, covenant and agree with Mortgagee, its successors and assigns, 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 (but Mortgagee is not obligated to do so).
 - Mortgagee is not obligated to do so).

 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 (including so-called extended coverage), wind, and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay premiums therefor as the same become due. Mortgagers 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 (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind, and other hazards for the benefit of Mortgagors and Mortgagee, or Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by insurer to Mortgagee, which is hereby granted full power to settle and compromise ctaims 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 collection same, or to be used in repairing or reconstructing the premises, as the Mortgagee may elect.
 - 4. That all amounts so expended by the Mortgagee for insurance or for the payment of taxes or assessments or to discharge prior liens shall become a debt due the Mortgagee, shall be at once payable without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above or, if no such rate of interest is specified or if the rate specified would be unlawful, at the rate of 8% per annum from date of payment by Mortgagee, and such debt and the interest thereon shall be secured by the lien of this mortgage; and upon failure of Mortgagers to reimburse Mortgagee for all amounts so expended, at the election of the Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and the same may be foreclosed as hereinafter provided.
 - 5. To take good care of the mortgaged property described above 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 forefeiture either as to past or present defaults 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 bind 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.
 - io. That the debt or debts hereby secured 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.
 - 11. That the provisions of this mortgage and of the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes.
 - 12. If Mortgagors cease to occupy the mortgaged property as their principal residence, or if all or any part of the mortgaged property or any interest therein is sold, leased, transferred or encumbered by Mortgagors without Mortgagee's prior written consent, excluding only (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by devise, descend or operation of law upon the death of a joint tenant, then in any such event Mortgagee may, as Mortgagee's option, declare all indebtedness secured by this mortgage to be immediately due as payable and the sold and th

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UPON (COLLECTION, HOWEVER, that if the Mortgagors mall well and truly pay and discharge an one indebtedness hereby secured (including future advances) as the same shall become due and payable and shall in all things do and perform all acts and preement by them herein 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 herebyseemed or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at metority, or the and default be adule 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 enforcementof any lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of the murigaged property be filed by any authority having power of eminent domain, by them herein 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(s) 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 tax upon this mortgage or the debt(s) 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 any 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 portion 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 mortgage 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 sell the same before the Court House door of the County (or the division thereof) where said property, or a substantial part of said property, is located, at public outcry for cash, 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 auctioneer is authorized to 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 if the original amount financed exceeded \$300; 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 indebtedness hereby secured 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. The Mortgagors hereby waive any requirement that the mortgaged property be sold in separate tracts and agree that Mortgagee may, at its option, sell said property en masse regardless of the number of parcels hereby conveyed.

IN WITNESS WHEREOF, each of the undersigned

Douglas S. Dickinson and wife, Barbara G. Dickinson

day of	January , 19 83 .		s instrument to be executed by its officer(s) thereunto duly authorized,
			Barbara G. Dickinson (SE
	•	. •	(SE/
ATTEST:			

(Corporate Seal)

THE STATE OF ALABAMA. INDIVIDUAL ACKNOWLEDGMENT <u>Jefferson</u> COUNTY I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ___ Douglas S. Dickinson and wife, Barbara G. Dickinson 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 this 19 day of January 19.83 (Notarial Seal) Notary Public THE STATE OF ALABAMA, INDIVIDUAL ACKNOWLEDGMENT COUNTY I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____ signed to the foregoing conveyance and whoknown to me, acknowledged before me on this day whose name___ that, being informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date. (Notarial Seal) **Notary Public** THE STATE OF ALABAMA, CORPORATE ACKNOWLEDGMENT ____COUNTY I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that______ President of the______, 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 the conveyance, ___he; as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. **Notary Public** (Notarial Seal) of Mortgages, at page M., and duly record in Judge of Probate it the within mortgage Judge of Probate. and examined. SE RETURN COUNTY. filed in this office for record on the TABANA STATE OF ALABAMA, PLEA 0,00 Darker Track Office of the I hereby certify tha Volume

From an iron pipe found at the northwest corner of the northeast quarter of the northwest quarter of the aforesaid Section 14, said pipe marking a point in the west line of Lot "A" as shown on a map entitled "Sunny Meadows - First Sector, Second Phase" dated December 19, 1979, prepared by Allen Whitley, Land Surveyor, and recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 8, at Page 7; run thence in a southerly direction along the west line of said quarter-quarter and with the west line of said "Sunny Meadows -First Sector, Second Phase, for a measured distance of 556.18 feet (556.33 feet rec.) to a iron pipe found at the southernmost corner of Lot "B" of said First Sector, Second Phase; thence turn an angle to the left of 130°-24'-50" and run in a northeasterly direction with the southeast line of said Lot "B" and with a portion of the southeast line of Lot "C" for a distance of 645.11 feet to the point of beginning of the parcel herein described, said point of beginning also being located at the northeast corner of the hereinbefore described Parcel I; from the point of beginning thus obtained, turn an angle to the right of 130°-24'-50" and, leaving said southeast line of said Lot "C" run in a southerly direction with the east line of said Parcel I along a line parallel with the west line of the east half of the aforesaid northwest quarter for a distance of 2125.33 feet to a point located in the north line of Lot 26, Block 1 of "Sunny Meadows Phase Two" as recorded in the aforesaid Office of the Judge of Probate in Map Book 8, at Page 19A&B; thence turn an angle to the left of 108°-13'-32" and run in a northeasterly direction with the north line common to Lots 26 and 27 of said block for a distance of 71.81 feet to a half inch rebar found at an angle point in the north line of said Lot 27; thence turn an angle to the left of 21°-07'-44" (meas.) 21°-09'-12" (rec.) and run in a northeasterly direction along the north line common to Lots 27 and 28 of said block for a measured distance of 122.62 feet (122.58 feet rec.) to a half inch rebar found at an angle point in the north line of said Lot 28; thence turn an angle to the right of \cong 40°-41'-23" (meas.) 40°-41'-12" (rec.) and run in an easterly direction along the north line common to Lots 28 and 29 of said block for a mea-Sured distance of 258.59 feet (258.66 feet rec.) to a half inch rebar found at an angle point in the north line of said Lot 29; thence turn an angle to the right of $54^{\circ}-10'-35"$ (meas.) $54^{\circ}-10'-52"$ (rec.) and run in a southeasterly direction along the northeast line common to Lots: 29 and 30 of said block for a distance of 159.05 feet to the westernmost corner of Lot 59 of said Block 1; thence turn an angle 器 to the left of 89°-59'-24" (meas.) 90°-00'-00" (rec.) and run in a northeasterly direction along the northwesterly line of said Lot 59 for a measured distance of 171.41 feet (171.08 feet rec.) to the northernmost corner of said Lot 59; thence continue said last course and run in a northeasterly direction along a projection of said northwesterly line of said Lot 59 for a distance of 60.00 feet to a point; thence turn an angle to the right of 90°-00'-41" and run in a southeasterly direction along a line running parallel with and lying 60.00 feet as measured perpendicularly from the tangent portion of the east line of said Lot 59 and with the easterly right-of-way line of "Willow Way" for a distance of 58.00 feet to the point of curvature of a curve to the right; thence continue to run with said right-of-way line in a southeasterly direction along the arc of said curve, the 107.61 foot chord of which forms a deflection angle to the right of 05°-26'-27" from the last mentioned course, said curve having a radius of 567.49 feet, a central angle of 10°-52'-53" and being concave southwesterly for a distance of 107.78 feet to the westernmost corner of Lot 7 of Block 7 of said "Sunny Meadows Phase Two"; thence turn an angle to the left of 84°-34'-32" from the chord and, leaving said "Willow Way", run in a northeasterly direction with the north line of said Lot 7 for a measured distance of 247.20 feet (247.51 feet rec.) to a half inch rebar found at the northernmost corner thereof; thence turn an angle to the right of 84°-41'-37" (meas.) 84°-41'-50" (rec.) and run in a southeasterly direction along a northeasterly line of said Lot 7 for a measured distance of 82.47 feet (82.51 feet rec.) to a half inch rebar found at a corner common to Lots 7 and 3 of said block; thence turn an angle to the left of 20°-35'-37" (meas.) 20°-37'-38" (rec.) and run in a southeasterly direction for a measured distance

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of 184.54 feet (185.00 feet rec.) to a point in the northerly rightof-way line of "Garden Walk" at the easternmost corner of said Lot 3; thence turn an angle to the left of 90°-02'-13" (meas.) 90°-00'-00" (rec.) and run in a northeasterly direction along said northerly rightof-way line of said "Garden Walk" for a measured distance of 137.37 feet (137.29 feet rec.) to the southernmost corner of Lot 2 of said block; thence turn an angle to the left of 90°-01'-29" (meas.) 90°-00' (rec.) and, leaving said right-of-way line, run in a northwesterly direction along the southwesterly line of said Lot 2, for a measured distance of 166.88 feet (167.00 feet rec.) to a half inch rebar found at the westernmost corner of said Lot 2, thence turn an angle to the right of 99°-03'-54" (meas.) 99°-04'-00" (rec.) and run in a northeasterly direction along the north line of said lot for a measured distance of 137.99 feet (137.97 feet rec.) to a half inch rebar found at the north corner common to Lots 1 and 2 of said block; thence turn an angle to the left of 03°-18'-18" (meas.) 3°-18'-21" (rec.) and run in a northeasterly direction along the north line of said Lot 1 for a measured distance of 136.36 feet (136.38 feet rec.) to a half inch rebar found in the westerly right-of-way line of "Sunny Meadows Drive" at the northernmost corner of said lot; thence continue toe same course and run in a northeasterly direction on a projection of the north line of said Lot 2 for a distance of 60.00 feet to a point at the northerly terminus of the easterly right-of-way line of said "Sunny Meadows Drive". thence turn an angle to the left of 46°-11'-48" and run in a northerly direction along a line parallel with the aforesaid west line of the east half of the northwest quarter, for a distance of 1922.38 feet to a point in the north line of the aforesaid Section 14; thence turn an angle to the left of 88°-41'-02" and run in a westerly direction along the north line of said Section and with a portion of the south line of Meadow Brook 4th Sector, as recorded in the aforesaid Office of the Judge of Probate in Map Book 7, at Page 67, and a portion of the south line of Lot 10 of Meadow Brook Estates - First Sector, as recorded in said Office of the Judge of Probate in Map Book 7, at Page 64, for a distance of 1258.34 feet to the easternmost corner of the aforementioned Lot "C" of "Sunny Meadows - First Sector, Second Phase"; thence turn an angle to the left of 41°-43'-48" (meas.) 41°-45' (rec.) and run in a southwesterly direction with a portion of the southerly line of said lot for a distance of 190.28 feet to the point of beginning. Containing 70.28 acres, more or less.

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JUDGE OF PROBATE

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