

REAL ESTATE MORTGAGE

THE STATE OF ALABAMA

Shelby County

This instrument was prepared by:

W. T. Keith /IW
SouthTrust Bank of Alabama,
National AssociationP. O. Box 2554
Birmingham, Alabama 35290

KNOW ALL MEN BY THESE PRESENTS: That whereas

Douglas S. Dickinson and wife, Barbara G. Dickinson

have become justly indebted to SouthTrust Bank of Alabama, National Association, with offices in Birmingham, Jefferson County, Alabama, (together with its successors and assigns, hereinafter called the "Mortgagee"), in the sum of Two Hundred Thirty-five Thousand and No/100 Dollars (\$ 235,000.00)

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 Shelby 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.

*() 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.

Land Title

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UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge all the 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 agreements 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 hereby secured, or should a petition to condemn any part of the mortgaged 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.

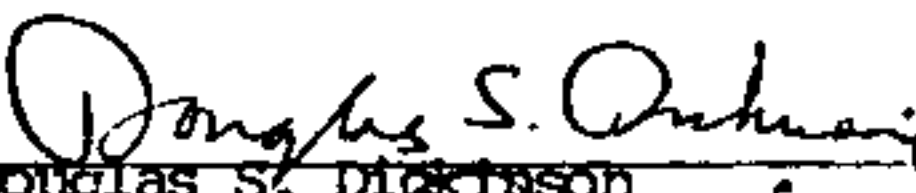

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BOOK

IN WITNESS WHEREOF, each of the undersigned

Douglas S. Dickinson and wife, Barbara G. Dickinson

Has hereunto set his or her signature and seal or has caused this instrument to be executed by its officer(s) thereunto duly authorized, this
19 day of January, 19 83.


Douglas S. Dickinson (SEAL)

Barbara G. Dickinson (SEAL)

(SEAL)

(SEAL)

ATTEST:

By _____
Its _____

(Corporate Seal)

THE STATE OF ALABAMA,

Jefferson COUNTY

INDIVIDUAL ACKNOWLEDGMENT

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)

[Signature]
My Commission Expires February 3, 1986
Notary Public

THE STATE OF ALABAMA,

COUNTY

INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____

whose name _____ signed to the foregoing conveyance and who _____ known to me, acknowledged before me on this day

that, being informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date.

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

(Notarial Seal)

Notary Public

THE STATE OF ALABAMA,

COUNTY

CORPORATE ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____

_____ whose name as _____ 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.

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

(Notarial Seal)

Notary Public

PLEASE RETURN

TO

First Mortgage Loan Dept.

P.O. Box 2554

Mobile, ALABAMA 36629

REAL ESTATE
MORTGAGE

STATE OF ALABAMA,

COUNTY.

Office of the Judge of Probate.

I hereby certify that the within mortgage was

filed in this office for record on the _____

day of _____, 19 _____

at _____ o'clock _____ M., and duly record in

Volume _____ of Mortgages, at page _____

_____, and examined.

Judge of Probate.

EXHIBIT "A"

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 $130^{\circ}-24'-50''$ 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 $130^{\circ}-24'-50''$ 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 $108^{\circ}-13'-32''$ 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 $21^{\circ}-07'-44''$ (meas.) $21^{\circ}-09'-12''$ (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 $40^{\circ}-41'-23''$ (meas.) $40^{\circ}-41'-12''$ (rec.) and run in an easterly direction along the north line common to Lots 28 and 29 of said block for a measured 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 to the left of $89^{\circ}-59'-24''$ (meas.) $90^{\circ}-00'-00''$ (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 $90^{\circ}-00'-41''$ 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 $05^{\circ}-26'-27''$ from the last mentioned course, said curve having a radius of 567.49 feet, a central angle of $10^{\circ}-52'-53''$ 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 $84^{\circ}-34'-32''$ 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 $84^{\circ}-41'-37''$ (meas.) $84^{\circ}-41'-50''$ (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 $20^{\circ}-35'-37''$ (meas.) $20^{\circ}-37'-38''$ (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 right-of-way line of "Garden Walk" at the easternmost corner of said Lot 3; thence turn an angle to the left of $90^{\circ}-02'-13''$ (meas.) $90^{\circ}-00'-00''$ (rec.) and run in a northeasterly direction along said northerly right-of-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 $90^{\circ}-01'-29''$ (meas.) $90^{\circ}-00'$ (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 $99^{\circ}-03'-54''$ (meas.) $99^{\circ}-04'-00''$ (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 $03^{\circ}-18'-18''$ (meas.) $3^{\circ}-18'-21''$ (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 $46^{\circ}-11'-48''$ 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 $88^{\circ}-41'-02''$ 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 $41^{\circ}-43'-48''$ (meas.) $41^{\circ}-45'$ (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.

STATE OF KENTUCKY
I CERTIFY THIS
INSTRUMENT WAS FILED

1983 JAN 31 AM 8:42

Thomas A. Shover, Jr.
JUDGE OF PROBATE

Mtg. fee - 352.50
Rec 9.00
Ad. - 1.00
362.50

[Handwritten signature]