

William W. Johnson, Jr.

(Name)

(Address)

1400 Park Place Tower, 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,

Earnest Nelson Hutcheson, also known as E. Nelson Hutcheson, a married man

(hereinafter called "Mortgagors", whether one or more) are justly indebted, ~~to~~ or may hereafter become justly indebted, to William Bew White, III

(hereinafter called "Mortgagee", whether one or more), in the sum of an amount not to exceed Seventy-Five Thousand and No/100— Dollars (\$75,000.00), evidenced by that certain Agreement of even date herewith between E. Nelson Hutcheson and William Bew White, III.

And Whereas, Mortgagors agreed, ~~to~~ that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

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:

an undivided one-half (1/2) interest in and to the real estate more particularly described on Exhibit A attached hereto and made a part hereof, which property is not a part of the homestead of the Mortgagor or his spouse.

SUBJECT TO (1) all easements, restrictions and encumbrances of record, (2) the lien for ad valorem taxes for the current tax year, and (3) any federal tax liens against Mortgagor now of record or which may hereafter be filed to secure the payment of any tax assessments levied or to be levied hereafter by Internal Revenue Service for delinquent employment taxes (and penalties and interest thereon) for periods ended on or before the date of this mortgage.

BRADLEY, ARANT, ROSE & WHITE

1400 PARK PLACE TOWER

BIRMINGHAM, ALABAMA 35203

Said proper granted free from all incumbrances and any adverse claims, except as stated at

BOOK 429 PAGE 820

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 Mortgagee 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

Mortgagor

has
hereunto set signature and seal, this 15th day of April, 19 83

Earnest Nelson Hutcheson (SEAL)

Earnest Nelson Hutcheson (SEAL)

(SEAL)

(SEAL)

BOOK 429 PAGE 821

THE STATE of ALABAMA
JEFFERSON COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that Earnest Nelson Hutcheson, also known as E. Nelson Hutcheson

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 executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 15th day of April, 19 83

[Signature] Notary Public

THE STATE of _____ COUNTY }
I, _____, a Notary Public in and for said County, in said State,

hereby certify that _____

whose name as _____
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:

MORTGAGE DEED

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

EXHIBIT A

Shelby County, Alabama, and described more fully as follows:

Parcel I:

Description of the Northerly Part of Lot 6-B, according to a resurvey of Ralph Tulley Industrial Park as recorded in Map Book 6, page 89, in the Office of the Judge of Probate, Shelby County, Alabama, being more particularly described as follows: Begin at the most northerly corner of said Lot 6-B and run in an easterly direction along the Northerly line of Lot 6-B for a distance of 80 feet; thence turn an angle to the right of 54 degrees 26 minutes 50 seconds, and run in a southeasterly direction along the Northeasterly line of 6-B for a distance of 242.25 feet, thence turn an angle to the left of 1 degree, 52 minutes, 30 seconds and continue along the Northeasterly line of Lot 6-B in a southeasterly direction for a distance of 50 feet; thence turn an angle to the right of 117 degrees, 21 minutes 07 seconds and run in a southwesterly direction for a distance of 69.85 feet; thence turn an angle to the right of 17 degrees 35 minutes 53 seconds and run in a northwesterly direction along the common lot line between Lot 2-A and Lot 6-B of said survey for a distance of 154.85 feet; thence turn an angle to the right of 75 degrees 15 minutes 50 seconds and run in a northwesterly direction along the Westerly lot line of said Lot 6-B for a distance of 230.57 feet to the point of beginning.

Parcel II:

Lot 5-B according to a resurvey of Ralph Tully Industrial Park as recorded in Map Book 6, page 89, in the Probate Office of Shelby County, Alabama, but not including the following portion of Lot 5-B: Commence

at the Southeast corner of the Northeast One-Quarter of the Northeast One-Quarter of Section 23, Township 20 South, Range 3 West; run thence in a Westerly direction along the South line of said Quarter-Quarter Section for a distance of 812.44 feet; thence turn an angle to the right of 70 degrees, 22 minutes, 42 seconds and run in a northwesterly direction along the Southwesterly right-of-way line of a public road for a distance of 462.84 feet; thence turn an angle to the left of 71 degrees, 57 minutes, 40 seconds and run in a westerly direction along the North line of Lot 5-B of a resurvey of Ralph Tully Industrial Park, as recorded in Map Book 10, page 89, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 34.64 feet to the point of beginning. From the point of beginning thus obtained, thence continue along last described course for a distance of 167.31 feet; thence turn an angle to the left of 110 degrees, 17 minutes, 20 seconds and run in a southeasterly direction for a distance of 43.59 feet; thence turn an angle to the left of 84 degrees, 45 minutes and run in a northeasterly direction for a distance of 157.59 feet to the point of beginning. Said parcel containing 3,419.84 square feet, more or less.

Parcel III:

Commence at the Southeast corner of the Northeast One-Quarter of the Northeast One-Quarter of Section 23, Township 20 South, Range 3 West; run thence in a westerly direction along the South line of said Quarter-Quarter Section for a distance of 812.44 feet; thence turn an angle to the right of 70 degrees, 22 minutes, 42 seconds and run in a northwesterly direction along the Southwesterly right-of-way line of a public road for a distance of 462.84 feet to the Northeast corner of Lot 5-B of a resurvey of Ralph Tully Industrial Park, as recorded in Map Book 10, page 89, in the Office of the Judge of Probate, Shelby County, Alabama, said point being the point of beginning. From the point of beginning thus obtained, thence continue along last described course for a distance of 9.0 feet; thence turn an angle to the left of 87 degrees, 00 minutes and run in a southwesterly direction for a distance of 32.98 feet to a point on the North line of said Lot 5-B; thence turn an angle to the left of 164 degrees, 57 minutes, 40 seconds and run in an easterly direction along the North line of said Lot 5-B for a distance of 34.64 feet to the point of beginning. Said parcel containing 148.21 square feet, more or less.

Parcel IV:

Commence at the Southeast corner of the Northeast One-Quarter of the Northeast One-Quarter of Section

BOOK 329 PAGE 823
BOOK 429 PAGE 823

23, Township 20 South, Range 3 West; run thence in a westerly direction along the South line of said Quarter-Quarter Section for a distance of 812.44 feet; thence turn an angle to the right of 70 degrees, 22 minutes, 42 seconds and run in a northwesterly direction along the Southwesterly right-of-way line of a public road for a distance of 462.84 feet; thence turn an angle to the left of 71 degrees, 57 minutes, 40 seconds and run in a Westerly direction along the North line of Lot 5-B of a resurvey of Ralph Tully Industrial Park, as recorded in Map Book 10, page 89, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 201.95 feet to the point of beginning. From the point of beginning thus obtained, thence turn an angle to the right of 69 degrees, 42 minutes, 40 seconds and run in a northwesterly direction for a distance of 55.85 feet to a point on the Southeasterly right-of-way line of the Helena Highway; thence turn an angle to the left of 96 degrees, 06 minutes, 28 seconds and run in a southwesterly direction along the Southeasterly right-of-way line of the Helena Highway for a distance of 102.23 feet to the point of beginning of a curve to the right, said curve having a central angle of 1 degree, 24 minutes, 40 seconds and a radius of 649.66 feet; thence run along the arc of said curve to the right, continuing in a southwesterly direction along the Southeasterly right-of-way line of the Helena Highway for a distance of 16.0 feet to the Northwest corner of Lot 6-B of a resurvey of Ralph Tully Industrial Park, as recorded in Map Book 10, page 89, in the Office of the Judge of Probate, Shelby County, Alabama; thence run in an easterly direction along the North lines of Lot 6-B and Lot 5-B of said resurvey for a distance of 125.35 feet to the point of beginning. Said parcel containing 3,272.53 square feet, more or less.

(continued on next page)

BOOK 429 PAGE 824

BOOK 329 PAGE 824

Parcel V

A part of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 23, Township 20 South, Range 3 West, more particularly described as follows: Begin at the intersection of the North line of Lot 6-B according to Resurvey of Ralph Tully Industrial Park, as recorded in Map Book 6, Page 89, in Probate Office of Shelby County, Alabama, with the South right of way line of Pelham-Helena Highway, and run in an Easterly direction along the North line of Map of Resurvey of Ralph Tully Industrial Park and Extension thereof, to the center of Buck Creek; thence in a Northerly direction along the meanderings of the center of Buck Creek to the South right of way line of Pelham-Helena Highway; thence run in a Southwesterly direction along the South right of way line of said Highway to the point of beginning. EXCEPTING that portion of above described property sold to SHARER, DOOR & WINDOW INC., as recorded in Deed Book 311, Page 935, in Probate Office of Shelby County, Alabama.

628 PM 6/23
ALSO, a part of Lot 5-B, according to the Resurvey of Ralph Tully Industrial Park, as recorded in Map Book 6, Page 89, in Probate Office of Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 23, Township 20 South, Range 3 West, and run thence in a Westerly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 812.44 feet; thence turn an angle to the right of 70 deg. 22' 42" and run in a Northwesterly direction along the Southwesterly right of way line of a public road for a distance of 462.84 feet; thence turn an angle to the left of 71 deg. 57' 40" and run in a Westerly direction along the North line of said Lot 5-B of a Resurvey of Ralph Tully Industrial Park as recorded in Map Book 6, Page 89, in Probate Office of Shelby County, Alabama for a distance of 34.64 feet to point of beginning; from the point of beginning continue along last described course for a distance of 167.31 feet; thence turn an angle to the left of 110 deg. 17' 20" and run in a Southeasterly direction for a distance of 43.59 feet; thence turn an angle to the left of 84 deg. 45' and run in a Northeasterly direction for a distance of 157.59 feet to point of beginning.

Situated in Shelby County, Alabama.

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

1983 APR 19 AM 8:32

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Mtg Tax	112.50
Rec	9.00
	1.00
Tud	<u>122.50</u>