

THIS INSTRUMENT WAS PREPARED BY: H. Hampton Boles
Balch, Bingham, Baker,
Hawthorne, Williams & Ward
600 North 18th Street
Birmingham, Alabama 35203

STATE OF ALABAMA)

SHELBY COUNTY)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Still Hunter, Jr., a single person (hereinafter called "Mortgagor"), is justly indebted to Grace B. Hunter (hereinafter called "Mortgagee") in the sum of One Hundred Thousand Dollars (\$100,000.00) evidenced by one promissory note of even date herewith;

And Whereas, Mortgagor 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 Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to wit:

The property described on Exhibit "A" hereto as "Proposed Hunter's Addition to Riverchase".

Such land is conveyed subject to the following:

1. Ad valorem taxes.
2. Mineral and mining rights not owned by Grantor.
3. Any applicable zoning ordinances.
4. Easements, rights of way, reservations, agreements, restrictions and setback lines of record.
5. Except as specifically provided in subparagraph (a) below, said property conveyed by this instrument is subject to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential), recorded in Miscellaneous Book 14, beginning at page 536, as amended by Amendment No. 1 recorded in Miscellaneous Book 17, beginning at page 550, in the Office of the Judge of Probate of Shelby County, Alabama, except as follows:
 - (a) Sections 12.20 and 12.21 of said Declaration shall not apply to Grantee herein.
6. A portion of the said property is restricted to use for the construction and operation of a maximum of six (6) single family residences, together with all usual appurtenances, unless a change in use is authorized pursuant to the Riverchase Residential Covenants, as described in paragraph 5 above, said restriction to be effective for the same period of time as the Riverchase Residential Covenants.
7. The easement reserved in that certain deed recorded at Book 312, page 248 in the Probate Office of Shelby County, Alabama.

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

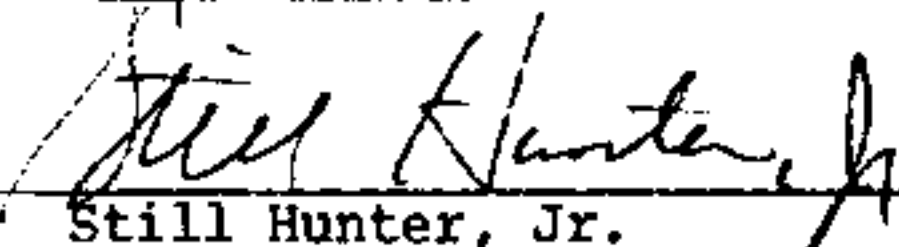
See release Misc. Bk. 53 pg. 817- (11-22-53)
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Grace B. Hunter
3902 Glencoe
Birmingham, AL 35213

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; all amounts so expended by said Mortgagee for taxes or assessments 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.

Notwithstanding anything herein to the contrary, upon the written request of Mortgagor, Mortgagee shall release from this Mortgage the following lots described on the survey of Laurence D. Weygand of the Proposed Hunter's Addition to Riverchase, attached hereto as Exhibit "B", upon the payment by Mortgagor to Mortgagee of the following release payments: (a) on Lots 1, 2, 3 and 4 to be released, Mortgagor shall pay to Mortgagee \$20,000 for each lot or parcel released; (b) on Lot 5 to be released, Mortgagor shall pay to Mortgagee \$30,000; and (c) on Lot 6 to be released, Mortgagor shall pay to Mortgagee \$10,000. In no event shall Mortgagor be required to pay more than \$100,000 principal for release and termination of this Mortgage. Upon the release of any Lot, the indebtedness under the note secured hereby shall be deemed reduced by the amount paid and the interest due under the note shall be computed on the reduced amount.

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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 or assessments 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 encumbrance thereon so as to endanger the debt hereby secured, then in any one of said events, after giving the said Mortgagor ten (10) days' prior written notice of the default and the continuance of the default thereafter, 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 Courthouse 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 may then be necessary to expend, in paying insurance, taxes, or other encumbrances 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 agrees that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agrees 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 Still Hunter, Jr. has hereunto set his signature and seal, this 12th day of March, 1982.


Still Hunter, Jr. (SEAL)

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Still Hunter, Jr., 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 12th day of March, 1982.

Karen O. (Bearden) Brubaker
Notary Public

My commission expires: 4-23-83

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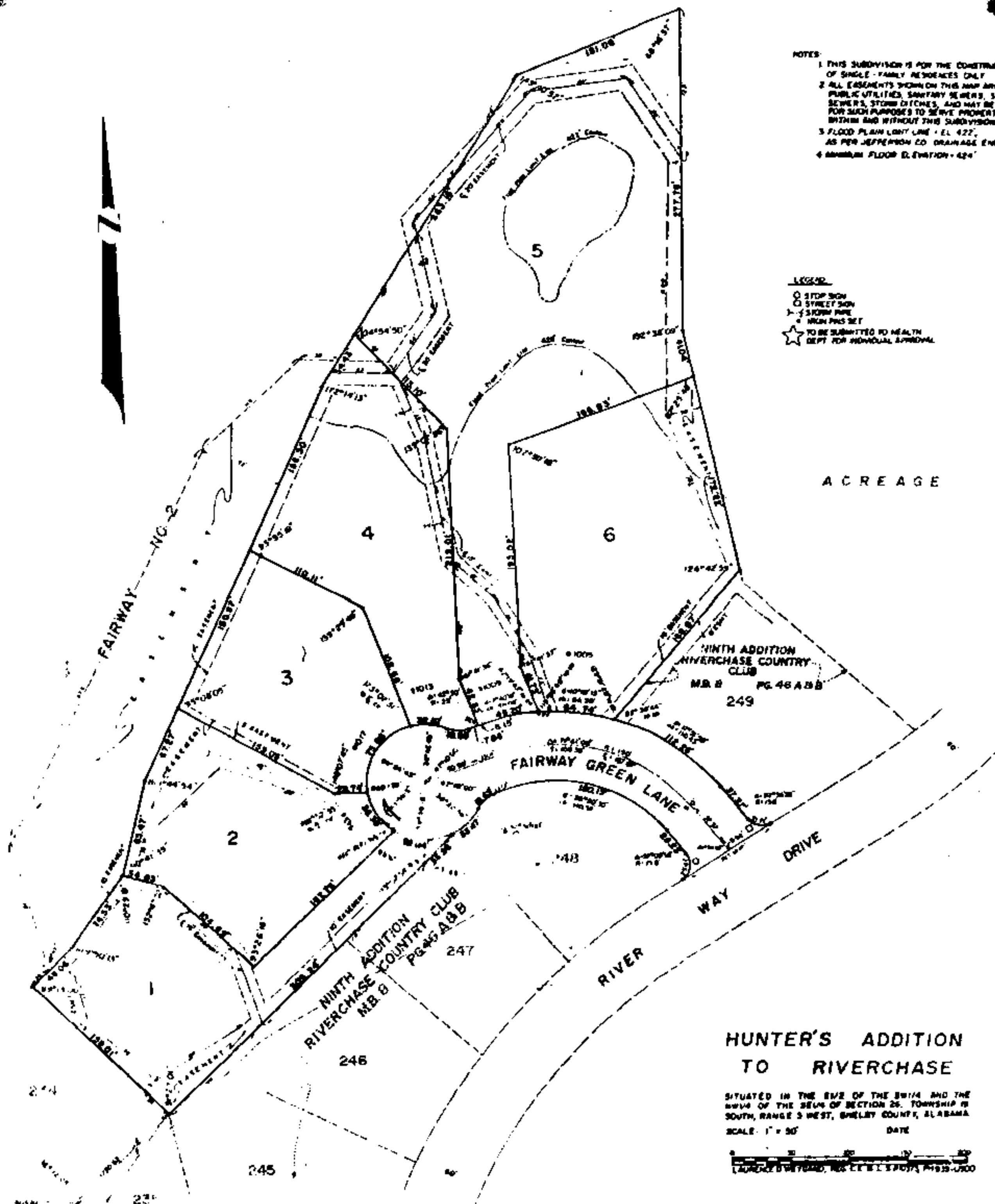
DESCRIPTION OF PROPERTY KNOWN AS "PROPOSED HUNTER'S ADDITION TO RIVERCHASE

Part of the E½ of the SW¼ and the NW¼ of the SE¼ of Section 26, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the southwest corner of said section run in an easterly direction along the south line of said section for a distance of 903.82 feet; thence turn an angle to the left of 43°17'51" and run in a northeasterly direction for a distance of 1,720.62 feet, more or less, to the most northerly corner of Lot 235, Riverchase Country Club Ninth Addition, a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in map book 8, pages 46 A and B, being the point of beginning; thence turn an angle to the left of 91°27'01" and run in a northwesterly direction along the northeast line of Lot 234 of said Riverchase Country Club Ninth Addition for a distance of 159.01 feet to the most northerly corner of said Lot 234; thence turn an angle to the right of 90°47' and run in a northeasterly direction for a distance of 48.06 feet; thence turn an angle to the left of 9°50'13" and run in a northeasterly direction for a distance of 74.53 feet; thence turn an angle to the left of 21°10'58" and run in a northeasterly direction for a distance of 85.47 feet; thence turn an angle to the right of 10°15'06" and run in a northeasterly direction for a distance of 374.54 feet; thence turn an angle to the right of 7°45'47" and run in a northeasterly direction for a distance of 317.59 feet; thence turn an angle to the right of 36°19'03" and run in a northeasterly direction for a distance of 151.06 feet; thence turn an angle to the right of 111°41'23" and run in a southerly direction for a distance of 277.76 feet; thence turn an angle to the left of 12°38'09" and run in a southeasterly direction for a distance of 213.26 feet to the most northerly corner of Lot 249 of said Riverchase Country Club Ninth Addition; thence turn an angle to the right of 53°17'01" and run in a southwesterly direction for a distance of 168.67 feet to the most westerly corner of said Lot 249; thence turn an angle to the left and run in a southeasterly direction along the curved southwest line of said Lot 249 for a distance of 112.26 feet to a point of tangent; thence run in a southeasterly direction along said tangent for a distance of 37.37 feet to a point of curve; said curve being concave in a northerly direction and having a radius of 15.0 feet and a central angle of 82°56'22"; thence turn an angle to the left and run along the arc of said curve for a distance of 21.71 feet to the end of said curve, said point at end of said curve being on the northwest right-of-way line of River Way Drive; thence turn an angle to the right and run in a southwesterly direction along said northwest right-of-way line for a distance of 90.69 feet to a point of curve on Lot 248 of said Riverchase Country Club Ninth Addition; thence turn an angle to the right and run along the arc of a curve (said curve being concave in a westerly direction, having a central angle of 97°03'38" and a radius of 15.0 feet) being the east line of said Lot 248 for a distance of 25.41 feet to the end of said curve; thence run along a line tangent to the end of said curve and run in a northwesterly direction for a distance of 26.23 feet to a point of curve; said curve being concave in a southerly direction having a central angle of 71°41' and a radius of 120.00 feet; thence turn an angle to the left and run along the arc of said curve of said Lot 248 for a distance of 150.13 feet to the end of said curve; thence run along a line tangent to the end of said curve in a southwesterly direction and along the northwest line of said Lot 248 for a distance of 13.01 feet to a point of curve; thence continue in a southwesterly direction along the northwest lines of Lots 248, 247, 246, and 245 of said Riverchase Country Club Ninth Addition for distances of 18.69 feet, 33.47 feet, 33.26 feet, and 309.24 feet in a straight line to the point of beginning.

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**HUNTER'S ADDITION
TO RIVERCHASE**

SITUATED IN THE SW/4 OF THE SW/4 AND THE NW/4 OF THE SE/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA.
SCALE: 1" = 30' DATE _____
LAUREL SURVEYING, INC. L.L. SPOON, M.D. 1983-0000

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1983 MAY 10 AM 11:44
Thomas A. [Signature]
JUDGE OF PROBATE

Mtg. tax # 150.00
Rec 750
Ind. 100

158.50