

This instrument was prepared by

(Name) Jane M. Martin Asst. V. P. Loan Admn. Shelby State Bank  
(Address) P. O. Box 216 Pelham, Alabama 35124

Form 1-1-22 Rev. 1-68  
MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA }  
COUNTY Shelby } KNOW ALL MEN BY THESE PRESENTS: That Whereas,  
Scott and Williams Company, Inc.

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to  
Shelby State Bank, an Alabama Banking Corporation

(hereinafter called "Mortgagee", whether one or more), in the sum  
of One Hundred Thousand and no/100----- Dollars  
(\$ 100,000.00 ), evidenced by its note of even date

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,

Scott and Williams Company, Inc.

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:

See Attached Exhibit A and B for Legal Description

See Partial Release Misc BK 52 pg 978- (10-4-83) Lot 97  
" " " " " 53 pg. 834 (11/23/83) Lot 107  
" " " " " 53 page 962 (12-5-83) Lot 42  
" " " " " 54 pg. 32- (12-7-83) Lot 98  
" " " " " 54 pg. 159 (12-14-83) Lot 113  
See Release in Misc 54-380 (12/30/83) full not noty

This is a Land Development Mortgage

SHELBY STATE BANK  
P. O. Box 216  
PELHAM, ALABAMA 35124

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

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 Scott and Williams Company, Inc.

have hereunto set its signature and seal, this 11th day of May, 19 83  
Scott and Williams Company, Inc. (SEAL)  
By: *[Signature]* (SEAL)  
(SEAL)  
(SEAL)

THE STATE of \_\_\_\_\_ }  
COUNTY }  
I, \_\_\_\_\_, 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 \_\_\_\_\_  
Notary Public.

THE STATE of Alabama }  
Shelby COUNTY }  
I, \_\_\_\_\_ the undersigned \_\_\_\_\_, a Notary Public in and for said County, in said State,  
hereby certify that A. C. Scott  
whose name as President of Scott and Williams Company, Inc.  
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 11th day of May, 19 83

*[Signature]*, Notary Public  
*[Signature]*  
MY COMMISSION EXPIRES MAY 26, 1985

Return to:  
Scott and Williams Company, Inc.  
TO  
Shelby State Bank

MORTGAGE DEED

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

EXHIBIT "A"

BOOK 431 PAGE 21

A parcel of land located in the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, known as, or to be known as, SCOTTSDALE Third Addition - First Phase, more particularly described as follows: Begin at the Southeast corner of said Northeast 1/4 of the Southeast 1/4 of said Section 14, thence in a Northerly direction, along the East line of said 1/4 - 1/4 Section a distance of 26.22 feet to the Southeast corner of Lot 38 of SCOTTSDALE Second Addition, as recorded in Map Book 7, Page 118, in the office of the Probate Judge in Shelby County, Alabama, thence 94 degrees 23 minutes 54 seconds left, in a Southwesterly direction, along the South line of said Lot 38, a distance of 162.01 feet to the East Right of Way Line of Michael Drive, thence 90 degrees right, in a Northerly direction, along said Right of Way Line, a distance of 15.0 feet, thence 90 degrees left, in a Westerly direction, a distance of 204.33 feet, thence 37 degrees 38 minutes 16 seconds right, in a Northwesterly direction, a distance of 164.80 feet, thence 45 degrees 16 minutes 35 seconds left, in a Southwesterly direction, a distance of 86.22 feet, thence 18 degrees 52 minutes 30 seconds left, in a Southwesterly direction, a distance of 91.73 feet, thence 15 degrees 23 minutes 37 seconds right, in a Southwesterly direction, a distance of 174.54 feet to the Southwesterly Right of Way Line of Molly's Place, said point being on a curve to the right, said curve having a radius of 355.90 feet and a central angle of 5 degrees 16 minutes 18 seconds, thence 90 degrees right to tangent of said curve, thence along arc of said curve, in a Northwesterly direction, a distance of 32.75 feet, thence 90 degrees left, measured from tangent of said curve, in a Southwesterly direction, a distance of 190.83 feet to the Northeasterly Right of Way Line of a 90-foot wide Southern Natural Gas Company Easement, thence 108 degrees 17 minutes 13 seconds left, in a Southeasterly direction, along said Right of Way Line, a distance of 578.72 feet, thence 2 degrees 22 minutes 10 seconds left, in a Southeasterly direction, along said

Right of Way Line, a distance of 393.67 feet, thence 105 degrees 46 minutes 42 seconds right, in a Southwesterly direction, a distance of 30.01 feet to the beginning of a curve to the left, said curve having a radius of 303.62 feet and a central angle of 11 degrees 43 minutes 46 seconds, thence along arc of said curve a distance of 62.16 feet, thence 85 degrees 57 minutes 04 seconds right, measured from tangent of said curve, in a Northwesterly direction, along the Southwesterly Right of Way Line of said Southern Natural Gas Company Easement, a distance of 104.77 feet, thence 86 degrees 28 minutes 30 seconds left, in a Southwesterly direction a distance of 201.43 feet, thence 62 degrees 17 minutes 27 seconds left, in a Southerly direction, a distance of 45.21 feet, thence 4 degrees 51 minutes 24 seconds left, in a Southerly direction, a distance of 420.0 feet to the South line of said Southeast 1/4 of the Southeast 1/4 of said Section 14, thence 85 degrees 37 minutes 50 seconds left, in an Easterly direction, along said South line a distance of 60.16 feet, thence 94 degrees 22 minutes 10 seconds left, in a Northerly direction, a distance of 80.23 feet, thence 94 degrees 22 minutes 10 seconds right, in an Easterly direction, a distance of 376.69 feet to the Southwesterly Right of Way Line of said Southern Natural Gas Company Easement, thence 120 degrees 44 minutes 49 seconds left, in a Northwesterly direction, along said Right of Way, a distance of 389.05 feet to a point on a curve to the right, said curve having a radius of 243.62 feet and a central angle of 10 degrees 43 minutes 48 seconds, thence 95 degrees 02 minutes 54 seconds right, measured to tangent of said curve, thence along arc of said curve, in a Northeasterly direction, a distance of 45.62 feet to end of said curve, thence continue along last described course a distance of 46.97 feet, thence 74 degrees 13 minutes 18 seconds right, in a Southeasterly direction, along the Northeasterly Right of Way Line of said Southern Natural Gas Company Easement, a distance of 203.0 feet, thence 74 degrees 13 minutes 18 seconds left, in a Northeasterly direction, a distance of 205.0 feet, thence 20 degrees 12 minutes 47 seconds left, in a Northeasterly direction, a distance of 345.47 feet to the East Line of said Southeast 1/4 of the Southeast 1/4 of said Section 14, thence 69 degrees 03 minutes 38 seconds left, in a Northerly direction, along said East line, a distance of 843.62 feet to the Point of Beginning.

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

1983 MAY 13 AM 10:45

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

*Notary* *150.00*  
*Rec. 6.00*  
*Ind. 1.00*  
*157.00*