

STATE OF ALABAMA

)

COUNTY OF SHELBY

)

128

REAL ESTATE MORTGAGE

This Mortgage made and entered into on this the 31st day of August, 1983, by and between the undersigned, DAVID F. BYERS (hereinafter called "Borrowers," whether one or more) and WILLIAM H. PARSONS AND CO., INC. (hereinafter called "Lender");

W I T N E S S E T H:

WHEREAS, Borrowers are justly indebted to Lender in the sum of One Hundred Fifty Five Thousand Dollars (\$155,000.00) as evidenced by a promissory note of even date herewith, payable according to the terms thereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and for the purpose of securing the payment of the above-described promissory note and any renewal and/or refinancing thereof, and the payment and performance of all the covenants and agreements hereinafter stated, the Borrowers do hereby grant, bargain, sell and convey unto Lender that property situated in the County of Shelby, State of Alabama, described in Exhibit A attached hereto and incorporated herein by reference.

This is a PURCHASE MONEY MORTGAGE executed to secure the payment of the purchase money for the property described above conveyed to Lender by Borrowers this date.

74
436 Part
800

TO HAVE AND TO HOLD the above-described property, together with all and singular, the rights, privileges, tenements, appurtenances and improvements unto Lender, its successors and assigns forever. And Borrowers do hereby warrant, covenant, and represent unto Lender, its successors and assigns, that they are lawfully seized of the above-described property in fee, have a good and lawful right to sell and convey said property, and shall forever defend the title to said property against the lawful claims and demands of all persons whomsoever, and that said real property is free and clear from all encumbrances except as stated above.

1. Prior Liens. Borrowers warrant and covenant that all payments, conditions and provisions made and provided for in any prior encumbrances (resulting from a subordination of this mortgage by Lender under the express terms hereof) and/or other liens prior hereto, hereinafter collectively called "prior liens", shall be performed promptly when due, but if Borrowers suffer or permit default under any prior lien, then such shall constitute a default hereunder and Lender may, at its option and without notice, declare the indebtedness secured hereunder immediately due and payable, whether due according to its face or not, and commence proceedings for the sale of the above-described property in accordance with the provisions herein made. If default is suffered or permitted under any prior lien, then Lender may cure such default by making such payments, or performing otherwise as the holder of the prior lien may permit, or Lender may purchase or pay in full such prior lien, and all sums so expended by Lender, shall be secured hereunder or under such prior lien instruments; provided however, such payment, performance and/or purchase of the prior lien by Lender shall not for the purpose of this instrument be construed as satisfying the defaults of Borrowers under said prior lien.

2. Other Property. Included in this conveyance is (1) all heating, plumbing, air conditioning, lighting fixtures, doors, windows, screens, storm windows or sashes, shades, equipment and all other equipment and fixtures now or hereafter attached to or used in connection with the property described above; (2) all rent, issues and profits under any lease now or hereafter existing on said premises and in the event of default hereunder, Lender shall have the right to call upon any lessees of said property to make all future payments due Borrowers directly to Lender without including Borrowers' name in said payment, and payment so made by the lessees to Lender shall constitute payment to Borrowers and Lender shall have the right to receipt for such sums so paid which shall be as binding upon Borrowers as if

Borrowers had signed the receipt themselves and the lessees are relieved of the necessity to see to the application of any such payment.

3. Taxes. Borrowers promise to pay all taxes and assessments now or hereafter levied on the above-described property promptly when due.

4. Insurance. Unless otherwise agreed herein, Borrowers promise to procure, maintain, keep in force and pay for, insurance on all improvements now or hereafter erected on the above-described real estate, insuring same against loss or damage by fire, windstorm, and other casualties normally insured against, in such sums, with such insurers, and in an amount approved by the Lender, as further security for the said mortgage debt, and said insurance policy or policies, with mortgage clause in favor of, and in form satisfactory to, the Lender, and delivered to said Lender, with all premiums thereon paid in full. In the event of loss or damage to the property, it is agreed that the amount of loss or damage recoverable under said policy or policies of insurance shall be paid to the Lender and Lender is hereby empowered in the name of Borrowers to give full acquittal for the amount paid and such amount shall be credited to the installments to become due on the promissory note in inverse order, that is, satisfying the final maturing installments first and if there be an excess, such excess shall be paid by Lender to Borrowers; but in the event such payments are not sufficient to satisfy in full the debt secured hereby, such payment shall not relieve the Borrowers of making the regular monthly installments as same become due.

5. Default; Remedies.

75
436 Part
BOOK

(a) Upon condition, however, that if the said Borrowers pay said indebtedness, perform all their covenants and agreements herein, and reimburse said Lender or assigns for any amounts Lender 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 Lender 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 Lender 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, or if Borrowers default in any of the covenants and agreements on their part to be performed hereunder, 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 Lender, 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 Lender, 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 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; and Fourth, the balance, if any, to be turned over to the said Borrowers and undersigned further agree that said Lender, 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 Lender 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. Borrowers further agree to pay any cost of collecting the debt secured hereby whether through foreclosure or otherwise or in protecting any of Lender's rights hereunder, whether suit is filed or not.

(b) Borrowers hereby waive all homestead exemption, dower or curtesy rights, and all and every other rights and exemptions which they have or may have under the constitution and laws of the State of Alabama to have the above-described property and/or any other property which they now or may hereafter own exempt from the sale hereunder or levy and sale under legal process, it being the true intent and meaning of this waiver of exemption to subject the property that Borrowers now own or may hereafter own to the payment in full of the promissory note and other obligations set forth in this Mortgage.

70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
4410
4411
4412
4413
4414
4415
4416
4417
4418
4419
4420
4421
4422
4423
4424
4425
4426
4427
4428
4429
4430
4431
4432
4433
4434
4435
4436
4437
4438
4439
4440
4441
4442
4443
4444
4445
4446
4447
4448
4449
44410
44411
44412
44413
44414
44415
44416
44417
44418
44419
44420
44421
44422
44423
44424
44425
44426
44427
44428
44429
44430
44431
44432
44433
44434
44435
44436
44437
44438
44439
44440
44441
44442
44443
44444
44445
44446
44447
44448
44449
444410
444411
444412
444413
444414
444415
444416
444417
444418
444419
444420
444421
444422
444423
444424
444425
444426
444427
444428
444429
444430
444431
444432
444433
444434
444435
444436
444437
444438
444439
444440
444441
444442
444443
444444
444445
444446
444447
444448
444449
4444410
4444411
4444412
4444413
4444414
4444415
4444416
4444417
4444418
4444419
4444420
4444421
4444422
4444423
4444424
4444425
4444426
4444427
4444428
4444429
4444430
4444431
4444432
4444433
4444434
4444435
4444436
4444437
4444438
4444439
4444440
4444441
4444442
4444443
4444444
4444445
4444446
4444447
4444448
4444449
44444410
44444411
44444412
44444413
44444414
44444415
44444416
44444417
44444418
44444419
44444420
44444421
44444422
44444423
44444424
44444425
44444426
44444427
44444428
44444429
44444430
44444431
44444432
44444433
44444434
44444435
44444436
44444437
44444438
44444439
44444440
44444441
44444442
44444443
44444444
44444445
44444446
44444447
44444448
44444449
444444410
444444411
444444412
444444413
444444414
444444415
444444416
444444417
444444418
444444419
444444420
444444421
444444422
444444423
444444424
444444425
444444426
444444427
444444428
444444429
444444430
444444431
444444432
444444433
444444434
444444435
444444436
444444437
444444438
444444439
444444440
444444441
444444442
444444443
444444444
444444445
444444446
444444447
444444448
444444449
4444444410
4444444411
4444444412
4444444413
4444444414
4444444415
4444444416
4444444417
4444444418
4444444419
4444444420
4444444421
4444444422
4444444423
4444444424
4444444425
4444444426
4444444427
4444444428
4444444429
4444444430
4444444431
4444444432
4444444433
4444444434
4444444435
4444444436
4444444437
4444444438
4444444439
4444444440
4444444441
4444444442
4444444443
4444444444
4444444445
4444444446
4444444447
4444444448
4444444449
44444444410
44444444411
44444444412
44444444413
44444444414
44444444415
44444444416
44444444417
44444444418
44444444419
44444444420
44444444421
44444444422
44444444423
44444444424
44444444425
44444444426
44444444427
44444444428
44444444429
44444444430
44444444431
44444444432
44444444433
44444444434
44444444435
44444444436
44444444437
44444444438
44444444439
44444444440
44444444441
44444444442
44444444443
44444444444
44444444445
44444444446
44444444447
44444444448
44444444449
444444444410
444444444411
444444444412
444444444413
444444444414
444444444415
444444444416
444444444417
444444444418
444444444419
444444444420
444444444421
444444444422
444444444423
444444444424
444444444425
444444444426
444444444427
444444444428
444444444429
444444444430
444444444431
444444444432
444444444433
444444444434
444444444435
444444444436
444444444437
444444444438
444444444439
444444444440
444444444441
444444444442
444444444443
444444444444
444444444445
444444444446
444444444447
444444444448
444444444449
4444444444410
4444444444411
4444444444412
4444444444413
4444444444414
4444444444415
4444444444416
4444444444417
4444444444418
4444444444419
4444444444420
4444444444421
4444444444422
4444444444423
4444444444424
4444444444425
4444444444426
4444444444427
4444444444428
4444444444429
4444444444430
4444444444431
4444444444432
4444444444433
4444444444434
4444444444435
4444444444436
4444444444437
4444444444438
4444444444439
4444444444440
4444444444441
4444444444442
4444444444443
4444444444444
4444444444445
4444444444446
4444444444447
4444444444448
4444444444449
44444444444410
44444444444411
44444444444412
44444444444413
44444444444414
44444444444415
44444444444416
44444444444417
44444444444418
44444444444419
44444444444420
44444444444421
44444444444422
44444444444423
44444444444424
44444444444425
44444444444426
44444444444427
44444444444428
44444444444429
44444444444430
44444444444431
44444444444432
44444444444433
44444444444434
44444444444435
44444444444436
44444444444437
44444444444438
44444444444439
44444444444440
44444444444441
44444444444442
44444444444443
44444444444444
44444444444445
44444444444446
44444444444447
44444444444448
44444444444449
444444444444410
444444444444411
444444444444412
444444444444413
444444444444414
444444444444415
444444444444416
444444444444417
444444444444418
444444444444419
444444444444420
444444444444421
444444444444422
444444444444423
444444444444424
444444444444425
444444444444426
444444444444427
444444444444428
444444444444429
444444444444430
444444444444431
444444444444432
444444444444433
444444444444434
444444444444435
444444444444436
444444444444437
444444444444438
444444444444439
444444444444440
444444444444441
444444444444442
444444444444443
444444444444444
444444444444445
444444444444446
444444444444447
444444444444448
444444444444449
4444444444444410
4444444444444411
4444444444444412
4444444444444413
4444444444444414
4444444444444415
4444444444444416
4444444444444417
4444444444444418
4444444444444419
4444444444444420
4444444444444421
4444444444444422
4444444444444423
4444444444444424
4444444444444425
4444444444444426
4444444444444427
4444444444444428
444

subordinated shall be delivered to Lender. All amounts paid for such subordinations shall be applied to the last principal payments due under the note. Lender will subordinate the above-described parcels, strictly under the conditions set forth herein, at any time during the term of this mortgage. Lender agrees to execute subordination documents as required herein within thirty days from the initial written request of Borrowers for the same, on condition that all of the aforementioned conditions to Lender's obligation to execute subordinations have been followed and completed in full. The consideration for each subordination shall be delivered to Lender in cash simultaneously upon execution by Lender of each subordination document and delivery of the same to Borrowers.

10. Miscellaneous. It is specifically agreed that time is of the essence of this contract and that no delay in enforcing any obligation hereunder or of the obligations secured hereby shall at any time hereafter be held to be a waiver of the terms hereof or of any of the instruments secured hereby.

If less than two join in the execution hereof as Borrowers, or may be of the feminine sex, the pronouns and related words herein shall be read as if written in singular or feminine respectively. The covenants herein contained shall bind, and the benefits and advantages inured to, the respective heirs, successors and assigns of the parties named. The headings and captions herein are for convenience only and shall not limit any other provision herein.

IN WITNESS WHEREOF, the said Borrowers have hereunto set their hands and seals this the day and date first above written.

 [SEAL]
DAVID F. BYERS

 [SEAL]
MARY ANN BYERS

BOOK 436 PAGE 77

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County and State aforesaid, hereby certify that DAVID F. BYERS and wife, MARY ANN BYERS, whose names 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 date the same bears date.

Given under my hand and official seal this 31 day of August, 1983.


Notary Public

My Commission Expires: 2-5-84

This instrument was prepared by
GUY V. MARTIN, JR.
1710 First National - Southern Natural Bldg.
BIRMINGHAM, ALABAMA 35203

EXHIBIT A

A tract of land in Shelby County, Alabama, particularly described as follows: Begin at the SW corner of SW 1/4 of NE 1/4 of Section 28, Township 18, Range 1 West, from said corner go North 86 deg. 30 min. East along the South line of SW 1/4 of NE 1/4 198 feet, thence North 2 deg. 30 min. West, 1320 feet; thence South 86 deg. 30 min. West 198 feet, thence South 2 deg. 30 min. East 509 feet, thence North 65 deg 30 min. West 1522 feet to West line of NE 1/4 of NW 1/4; thence South 2 deg. 30 min. East 200 feet to SE corner of NW 1/4 of NW 1/4; thence South 42 deg. 30 min. West 700 feet; thence South 70 deg. 40 min. East 495 feet to West line of SE 1/4 of NW 1/4; thence South 62 deg. 30 min. East 1250 feet; thence South 32 deg. 40 min. West 623 feet; thence South 57 deg. 20 min. East 750 feet; thence North 2 deg. 30 min. West 940 feet to the point of beginning; being situated in Shelby County, Alabama.

SUBJECT TO: (1) existing rights of way, encroachments, easements, boundary lines, and any matters not of record that would be disclosed by an inspection and survey of the property; (2) title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights conveyed in Deed Book 322 Page 986 in Probate Office; and (3) subject to unrecorded transmission line permit to Alabama Power Company and unrecorded Old County Road right of way as shown in Deed Book 207 Page 131.

MARY ANN BYERS, as wife of David F. Byars has executed this mortgage solely to convey her marital rights and she is not personally liable on this mortgage or the note secured hereby.

MAP

JAN

BOOK 436 PAGE 79

03
142 AC^c

REST

SKETCH OF MORTGAGED PROPERTY

08
33 AC^c

02
.7 AC^c

SOUTH PRONG

STATE OF ALA. SHELBY CO.
CERTIFY THIS
TO BE A TRUE COPY
1983 SEP -6 AM 8:25

Mtg TAX 232.50
Rec 9.00
Jnd 1.00
242.50

John A. Johnson, Jr.
JUDGE OF PROBATE

A tract of land in Shelby County, Alabama, particularly described as follows: Begin at the SW corner of SW 1/4 of NE 1/4 of Section 28, Township 18, Range 1 West, from said corner go North 86 degrees 30' East along the South line of SW 1/4 of NE 1/4 198 feet, thence North 2 degrees 30' West, 1320 feet; thence South 86 degrees 30' West 198 feet, thence South 2 degrees 30' East 509 feet, thence North 65 degrees 30' West 1522 feet to West line of NE 1/4 of NW 1/4; thence South 2 degrees 30' East 200 feet to SE corner of NW 1/4 of NW 1/4; thence South 42 degrees 30' West 700 feet; thence South 70 degrees 40' East 495 feet to West line of SE 1/4 of NW 1/4; thence South 62 degrees 30' East 1250 feet; thence South 32 degrees 40' West 623 feet; thence South 57 degrees 20' East 750 feet; thence North 2 degrees 30' West 940 feet to point of beginning, excepting minerals and mining rights to all of the above described property.

10
53 AC^c

"X" DENOTES ONE-ACRE PLOTS
SUBJECT TO SUBORDINATION
AGREEMENT.

EXHIBIT B TO
MORTGAGE