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This instrument prepared by:

Frank K. Bynum, Attorney
2100 - 16th Avenue, South
Birmingham, AL 35205

MORTGAGE

STATE OF ALABAMA)

COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

MEADOW BROOK PARTNERSHIP, an Alabama partnership,

(hereinafter called "Mortgagors", whether one or more) are justly obligated to

DANIEL INTERNATIONAL CORPORATION, under that certain Master Agreement dated August 31, 1983,

(hereinafter called "Mortgagee", whether one or more), in the sum of

ONE HUNDRED FORTY THOUSAND AND NO/100 (\$140,000.00*) evidenced by a Master Agreement dated August 31, 1983, between Daniel International Corporation and Meadow Brook Partnership.

*The consideration recited herein is an approximate amount. The amount of the obligation will be reduced by the number of actual lots less than ten (10) in the subdivision multiplied by the sum of \$14,000.00 per lot.

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,

MEADOW BROOK PARTNERSHIP, an Alabama partnership,

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:

A parcel of land known as Exhibit "A" less and except that parcel of land described in Exhibit "B". Exhibits "A" and "B" are attached hereto and made a part hereof and incorporated herein.

Additional terms and conditions of this Mortgage are set out in Exhibit "C" which is attached hereto and made a part hereof and incorporated herein.

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

THIS IS A PURCHASE MONEY FIRST MORTGAGE.

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 insurance against loss or damage by fire, lightning and tornado for the fair and reasonable insurance 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 renewals of said policies to said Mortgagee; and if undersigned fail to keep said property

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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 amount 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 secures, 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 the 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
MEADOW BROOK PARTNERSHIP, an Alabama Partnership,

has hereunto set their signature and seal, this 31st day of August,
1983.

By: John B. Davis
Its General Partner

By: Kenneth B. Weyland
Its General Partner
STATE OF ALABAMA)

COUNTY OF JEFFERSON)

MEADOW BROOK PARTNERSHIP,
an Alabama Partnership

By: Hamilton Perkins, Jr.
Its General Partner

By: H. M. Davis, Jr.
Its General Partner

I, the undersigned, a Notary Public, in and said County, in said State, hereby certify that _____ whose name as Meadow Brook Partnership, an Alabama Partnership, 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 partnership.

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

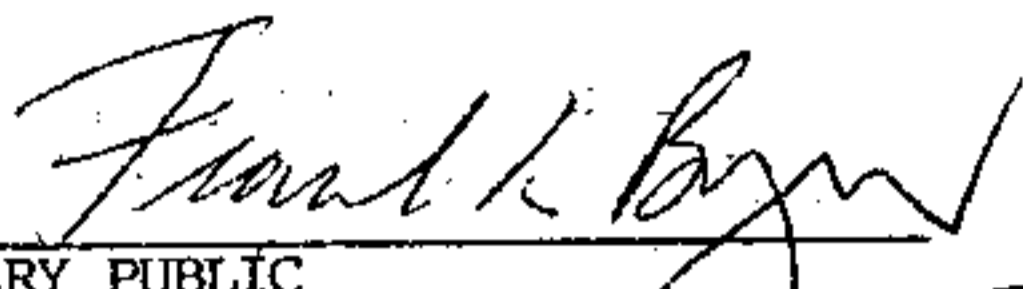
Notary Public
My Commission Expires:

See reverse side.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Hamilton Perkins, Jr., H. M. Davis, Jr., John B. Davis and Kenneth B. Weygand, whose names as Partners of Meadow Brook Partnership, an Alabama partnership, are signed to the foregoing instrument, and who are known to me, acknowledged before me on that date, that, being informed of the contents of said instrument, they, as such Partners and with full authority, executed the same voluntarily for and as the act of the said partnership on the day the same bears date.

Given under my hand this the 31st day of August, 1983.


NOTARY PUBLIC
My Commission Expires: 11-20-84

[Seal]

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EXHIBIT "A"

Said parcel of land is situated in the northwest quarter of Section 12, Township 19 South, Range 2 West, Shelby County, Alabama, and is more particularly described as follows:

Beginning at the southeast corner of the southwest quarter of the northwest quarter of said Section 12 which is also the northeast corner of Lot 7, Meadow Brook 6th Sector as recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Map Book 8, Page 44, and which is marked by a 3" capped iron pin, run thence in a northwesterly direction along the north line of Lots 5, 6 and 7 of said Meadow Brook 6th Sector for a distance of 374.00 feet to the northernmost corner of Lot 5; thence turn an angle to the right of $88^{\circ}00'00''$ and run in a northeasterly direction along the southeast line of Lot 1 of said subdivision for a distance of 153.93 feet to the northeast corner of said Lot 1 plus a metes and bounds extension thereto; thence turn an angle to the left of $88^{\circ}09'35''$ and run in a northwesterly direction along the northeasterly line of said Lot 1 for a distance of 312.07 feet to a point in a curve to the right in the intersection of the east rightofway line of Keystone Drive and the South rightofway line of Meadow Brook Road, said curve having a radius of 15.00 feet and an central angle of $20^{\circ}27'47''$ and being concave to the southeast with a chord which forms an interior angle of $79^{\circ}48'08.5''$ with the last call; thence run in a northerly to easterly direction along the arc of said curve for a distance of 5.36 feet to the end of said curve; thence turn an angle to the left and run in a northwesterly direction radial to said curve for a distance of 60.0 feet to a point in a curve at the end of the north rightofway line of Meadow Brook Road, said curve having a radius of 362.86 feet and a central angle of $14^{\circ}16'10''$ and being concave to the northwest and which has a chord which forms an interior angle of $97^{\circ}08'05''$ with the last call; thence run in a northeasterly direction along the arc of said curve, which is the north rightofway line of an extension of Meadow Brook Road, for a distance of 90.37 feet to the end of said curve; thence run northeasterly and tangent to said curve for a distance of 670.00 feet to the beginning of a curve to the right in said proposed north rightofway line, said curve having a radius of 714.82 feet and a central angle of $12^{\circ}30'$ and being concave southeasterly; thence run in a northeasterly direction along the arc of said curve for a distance of 155.95 feet to the end of said curve; thence run in a northeasterly direction tangent to said curve for a distance of 120.00 feet to the beginning of a curve to the left in said rightofway line, said curve having a radius of 439.11 feet and a central angle of $18^{\circ}-10'$ and being concave northeasterly; thence run in a northeasterly direction along the arc of said curve for a distance of 139.23 feet to the end of same; thence run in a northeasterly direction tangent to said curve and along said north rightofway line in the proposed extension of Meadow Brook Road for a distance of 304.34 feet to the end of said extension; thence turn an angle to the right of $90^{\circ}00'$ and run in a southeasterly direction for a distance of 266.82 feet; thence turn an angle to the right of $44^{\circ}06'62''$ and run in a southeasterly direction for a distance of 220.02 feet; thence turn an angle to the left of $28^{\circ}08'14''$ and run in a southeasterly direction for a distance of 605.26 feet; thence turn an angle to the left of $12^{\circ}30'07''$ and run in a southeasterly direction for a distance of 204.16 feet; thence turn an angle to the right of $23^{\circ}35'06''$ and run in a southeasterly direction for a distance of 60.0 feet; thence turn an angle to the right of $39^{\circ}16'15''$ and run in a southerly direction for a distance of 835.94 feet to a point on the south line of said northwest quarter of said Section 12; thence turn an angle to the right of $87^{\circ}13'45''$ and run in a westerly direction along said south line of said quarter section for a distance of 1149.43 feet to the point of beginning. Said parcel contains 45.020 acres, more or less.

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EXHIBIT B

Situated in the northwest quarter of Section 12, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Beginning at the southeast corner of the southwest quarter of the northwest quarter of said Section 12 which is also the northeast corner of Lot 7, Meadow Brook 6th Sector as recorded in the Office of the Judge of Probate of Shelby County, Alabama, at map book 8, page 44 and which is marked by a 3" capped iron pin, run thence in a northwesterly direction along the north line of Lots 5, 6 and 7 of said Meadow Brook 6th Sector for a distance of 374.00 feet to the northernmost corner of Lot 5; thence turn an angle to the right of $88^{\circ}-00'-00''$ and run in a northeasterly direction along the southeast line of Lot 1 of said subdivision for a distance of 141.0 feet to the northeast corner of said Lot 1; thence turn an angle to the right of $3^{\circ}-25'-26''$ and run in a northeasterly direction for a distance of 233.00 feet; thence turn an angle to the right of $7^{\circ}-39'-17''$ and run in a northeasterly direction for a distance of 548.03 feet; thence turn an angle to the left of $17^{\circ}-05'-04''$ and run in a northeasterly direction for a distance of 470.83 feet; thence turn an angle to the right of $8^{\circ}-20'-21''$ and run in a northeasterly direction for a distance of 257.66 feet; thence turn an angle to the right of $90^{\circ}-00'-00''$ and run in a southeasterly direction for a distance of 56.82 feet; thence turn an angle to the right of $44^{\circ}-06'-52''$ and run in a southeasterly direction for a distance of 220.02 feet; thence turn an angle to the left of $28^{\circ}-08'-14''$ and run in a southeasterly direction for a distance of 605.26 feet; thence turn an angle to the left of $12^{\circ}-30'-07''$ and run in a southeasterly direction for a distance of 204.16 feet; thence turn an angle to the right of $23^{\circ}-35'-06''$ and run in a southeasterly direction for a distance of 60.0 feet; thence turn an angle to the right of $39^{\circ}-16'-15''$ and run in a southerly direction for a distance of 835.94 feet to a point on the south line of said northwest quarter of said Section 12; thence turn an angle to the right of $87^{\circ}-13'-45''$ and run in a westerly direction along said south line of said quarter section for a distance of 1,149.43 feet to the point of beginning. Said parcel contains 34.520 acres, more or less.

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EXHIBIT "C"

In the event Mortgagee has not received the sum of \$14,000.00 per lot pursuant to the mortgage and the Master Agreement in the subdivision as recorded, on or before January 1, 1988, the Mortgagee, upon receipt of a deed within 30 days of said date, agrees to accept same in lieu of foreclosure upon proof that no material or mechanic's liens are outstanding and no lien will be filed against the property subject to this mortgage. Anything herein or in the mortgage to the contrary notwithstanding, mortgagors shall not be responsible for payments of any indebtedness unless and except and until any such lot is recorded, a septic tank permit issued and a sale of the lot to a third party takes place.

Mortgagee agrees and covenants to release lots at \$14,000.00 per lot payment to Mortgagee from lien created herein, which lots will be located in Meadow Brook Tenth Sector, Shelby County, Alabama.

In the event of a conflict between the terms hereof and the Master Agreement, the terms of the Master Agreement shall control.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED
1983 SEP 13 AM 8:32

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

gbd APgr
KHN R

Mtg TAX	210.00
Rec	9.00
Ind	1.00
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	220.00