

THIS INSTRUMENT PREPARED BY:
 John A. F. Feldmann, Counsel
 Exxon Company, U.S.A.
 (a division of Exxon Corporation)
 233 Benmar
 P. O. Box 2567
 Houston, Texas 77001

STATE OF ALABAMA §
 § KNOW ALL MEN BY THESE PRESENTS: THAT
 COUNTY OF SHELBY §

WHEREAS, PATRICIA PRESCOTT JOHNSON of 427 Golf Drive, Birmingham, Alabama 35226, as "Mortgagor," not joined herein by her husband as the hereinafter described premises is business property and not part of her homestead, is indebted to EXXON CORPORATION, a New Jersey corporation, having an office at 800 Bell Street, Houston, Texas 77002, as "Mortgagee," in the sum of Forty-seven Thousand Seven Hundred Seventy-five and No/100 Dollars (\$47,775.00) as part of the consideration for the hereinafter described premises this day conveyed to Mortgagor by the said Mortgagee evidenced by one certain Promissory Note of even date in the principal sum of Forty-seven Thousand Seven Hundred Seventy-five and No/100 Dollars (\$47,775.00) plus interest at the rate of Eleven Percent (11%) per annum from date:

NOW, THEREFORE, in order to secure the prompt payment of said Promissory Note when due, as well as any future indebtedness which Mortgagor may owe to said Mortgagee, Mortgagor does hereby grant, bargain, sell and convey unto the said Mortgagee the tract or parcel of land situated, lying and being in the County of Shelby, State of Alabama, more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD all of the above-described property to said Mortgagee, its successors and assigns, forever, upon the following condition, nevertheless: If Mortgagor shall well and truly pay the said Promissory Note with interest as therein stated, and all future indebtedness which Mortgagor may then owe said Mortgagee, when the same falls due, then this conveyance shall become null and void, but in case Mortgagor shall fail to make such payment, then said Mortgagee is hereby authorized and empowered to take possession of any and all personal property thereon and sell the same at such time and place as Mortgagee may think proper, for cash, and may sell said real estate at auction, for cash, at the county seat of Shelby County, after having given four weeks' notice of the time, terms and place of sale by four weekly insertions thereof in any newspaper then published in the

Jack A

BOOK 436 PAGE 474

said county. And out of proceeds of such sales Mortgagee shall first pay all expenses incident thereto, then reserve enough to pay said Promissory Note and interest and such future indebtedness which Mortgagor may then owe, and the balance shall be paid over to Mortgagor. And said Mortgagee is hereby authorized to purchase the said real and personal estate the same as if Mortgagee were a stranger to this conveyance, and should it so purchase, the auctioneer making the sale is hereby authorized and directed to execute a deed conveying all of Mortgagor's interest therein to said Mortgagee, and Mortgagor hereby covenants with Mortgagee, its successors and assigns, that Mortgagor will warrant and forever defend the title so made against the lawful claims and demands of all persons. Mortgagor further represents unto said Mortgagee that the title to said property is in Mortgagor's name, that there is no prior lien, mortgage or encumbrance upon any of said property, and these representations are made for the purpose and with the intention of obtaining the conveyance of said property, and such representations constitute a portion of the consideration which is secured by this Mortgage to said Mortgagee, and should any litigation arise under this Mortgage, the proper court in said county shall have jurisdiction of such litigation, notwithstanding that Mortgagor may not then be or have been a resident of said county; and Mortgagor agrees that all costs and expenses of such litigation, including a reasonable attorney's fee, shall be paid out of the proceeds of said sales by said Mortgagee.

The Mortgagor further covenants that during the term hereof Mortgagor shall pay before delinquent all taxes and assessments that may be levied or assessed against said premises or any part thereof. It is specifically agreed that if the Mortgagor shall fail to pay such taxes as aforesaid then said taxes may be paid by the legal holder of said Promissory Note and the sums so expended shall be a demand obligation and become part of the debt secured hereby and draw interest at the normal rate specified in said Promissory Note from date so expended until paid, or, at the option of the holder of said Promissory Note and debt secured hereby, the entire principal indebtedness may be accelerated, declared due and be collected in any manner provided in this instrument or by law.

In the event the premises covered hereby, or any part or portion thereof, shall hereafter be condemned or taken for public use under power of eminent domain, Mortgagee, its successors or assigns, shall have the right to demand and receive all damages awarded for the taking of or damages to said premises, up to the

amount then unpaid on the indebtedness secured hereby, and may apply same upon the payment or payments last payable thereon. To that end, in the event of such taking, an amount of the debt secured hereby equal to the damages so awarded for the taking of or damages to said premises, shall, contemporaneously therewith, be accelerated to maturity.

Mortgagor hereby waives all exemptions under the constitution and laws of Alabama for the payment of said indebtedness.


WITNESS MY HAND AND SEAL this 14th day of September, 1983.


PATRICIA PRESCOTT JOHNSON

STATE OF Alabama §
COUNTY OF Shelby §

I, Mike T. Allison, a Notary Public, hereby certify that PATRICIA PRESCOTT JOHNSON 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 14th day of September, 1983.


Notary Public in and for
Shelby County, Alabama
My commission expires: 10/16/83

K-10



EXHIBIT "A" TO MORTGAGE FROM PATRICIA PRESCOTT JOHNSON, 427 GOLF DRIVE, BIRMINGHAM, ALABAMA 35226, TO EXXON CORPORATION, A NEW JERSEY CORPORATION

The following described real estate, situated in Shelby County, Alabama, to-wit:

Part of Lot 20 and 21, Block A, Nickerson's Addition to Alabaster, as recorded in Map Book 3, pages 61 and 69 in the Probate Office of Shelby County, Alabama, more particularly described as follows: Commence at the SE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 21 South, Range 3 West; thence run West along the South line of said $\frac{1}{4}$ $\frac{1}{4}$ Section for 421.56 feet; thence to the right with a deflection angle of 15° 51' and run Northwesterly for 62.80 feet to the point of beginning; thence to the left with a deflection angle of 15° 37' and run West along the North right of Way line of an unopened, unnamed street for 290.00 feet; thence to the right with an interior angle of 91° 41' and run Northerly for 300.00 feet to a point on the South line of an unopened, unnamed street; thence to the right with an interior angle of 88° 19' and run East along said right of way line for 30.84 feet to a point on the Southwesterly right of way line of U. S. Highway No. 31; thence to the right with an interior angle of 136° 34' 36" and run Southeasterly along said Right of Way line of U. S. Highway No. 31 for 367.34 feet; thence to the right with an interior angle of 135° 06' 24" and run South for 47.45 feet to the point of beginning.

Being the same land described in that certain Warranty Deed dated September 28, 1965, from John A. Hines Jr., and wife, Carol S. Hines, Grantor, to Humble Oil & Refining Company, Grantee, and recorded in Book 238 Page 129 of the Deed records of Shelby County, Alabama.

Humble Oil & Refining Company, a Delaware corporation, merged into Exxon Corporation, a New Jersey corporation, on January 1, 1973.

SP #755
Alabaster, AL

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

1983 SEP 14 PM 3:50

Thomas A. Lawrence
JUDGE OF PROBATE

Mtg Tax 71.70
6.00
Rec 1.00
Jud 78.70