

(Name) Wallace, Ellis, Head & Fowler, Attorneys

(Address) Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Columbiana Clinic, P.A.

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Lynne L. Hall, as successor trustee, (as shown by acceptance of trustee, as recorded in Misc. Book 51, page 196, Probate Office, Shelby County, Alabama), under the Harold J. Hall Declaration of Trust, dated 21 December, 1979, which is recorded in the Office of Judge of Probate, Shelby County, Alabama in Misc. Book 34, page 778, and her successors in office as such trustee

(hereinafter called "Mortgagee", whether one or more), in the sum of ONE HUNDRED TWENTY-THOUSAND AND NO/100 Dollars

(\$ 120,000.00), evidenced by one promissory installment note of this date in the amount of \$120,000.00, together with interest upon the unpaid portion thereof from date at the rate of 10% per annum, in monthly installments of \$1,992.14, payable on the 1st day of each month after date, commencing September 1, 1983, until said sum is paid in full.

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,
Columbiana Clinic, P.A.

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 lot in the Town of Columbiana, Alabama, situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25, Township 21 South, Range 1 West, and more particularly described as follows: Commencing at the point of intersection of the Southern edge of the pavement on East College Street with the West Section line of Section 25, and run South along Section line a distance of 17 feet; thence run in an Easterly direction parallel with the Southern line of the pavement on East College Street a distance of 16 feet; thence run South 4 deg. 15 min. East a distance of 208 feet to the SW corner of lot belonging to Calvin Green to point of beginning of lot herein described; thence continue South 4 deg. 15 min. East a distance of 63.4 feet to NW corner of Harold J. Hall lot; thence turn an angle to left of 100 deg. and run 83.7 feet to West line of James G. Alston lot; thence run in a Northerly direction along West line of James G. Alston lot a distance of 61 feet to South line of Calvin Green lot; thence run in a Westerly direction along South line of Green lot 66.3 feet to point of beginning.

AND
A lot in the Town of Columbiana, Alabama situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25, Township 21 South, Range 1 West, and more particularly described as follows: Commencing at a point of intersection on the Southern edge of the pavement on East College Street with the West Section line of Section 25, Township 21 South, Range 1 West, and run South along Section line a distance of 17 feet; thence run in an Easterly direction parallel with the Southern line of the pavement on East College Street a distance of 16 feet; run thence South 4 deg. 15' East a distance of 271.14 feet to an iron pipe, marking the point of beginning of the lot herein described and conveyed; turn thence an angle to the left of 100 deg. and run 83.7 feet to an iron pipe; turn thence an angle of 84 deg. to the right and run 108 feet to an iron pipe; turn thence an angle to the right of 88 deg. 30' and run along the North margin of Mildred Street a distance of 117 feet; turn thence an angle to the right of 107 deg. 20' and run 124.6 feet, more or less, to the point of beginning.

Subject to easements and rights of way of record.

This is a purchase money mortgage. The mortgagee will keep current and will pay in full, according to the terms and provisions thereof, the existing mortgage encumbering the above property which is recorded in Mortgage Book 349, Page 229, Office of Judge of Probate of Shelby County, Alabama, according to the terms and provisions of said mortgage, from the payments which the mortgagee will receive from this purchase money mortgage and will not allow said mortgage recorded in Mortgage Book 349, Page 229 to become in default, so long as payments are made in accordance with the terms and provisions of this purchase money mortgage.

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

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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

have hereunto set OUR signature S and seal, this 12th day of September, 19 83.

ATTEST:

COLUMBIANA CLINIC, P.A. (SEAL)

By Harry L. Phillips, M.D. (SEAL)
President

Secretary

STATE OF ALA. SHELBY CO.

NOTARY PUBLIC

ATTEST:

Thomas M. Nulley, Jr. (SEAL)
Secretary

THE STATE of

1983 SEP 14 PM 4:07

COUNTY

Notary Tax 180.00
Reg 3.00
Sub 14.00

I,

hereby certify that

, a Notary Public in and for said County, in said State,

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

Harry L. Phillips

whose name as President

of Columbiana, Clinic/Professional Association,

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. Professional Association.

Given under my hand and official seal, this the 12th day of September, 19 83.

Lance Brasher, Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama