This instrument was prepared by
(Nume) Joe A. Scotch, Jr.
(Address) 100 Scotch Drive, B'ham, Ala. 35243
MINITGAGE. LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama
STATE OF ALAHAMA COUNTY Shelby  KNOW ALL MEN BY THESE PRESENTS: That Whereas,
Scotch Building & Development Co., Inc.
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Peggy P. Scotch and Joe A. Scotch, Jr. as co-executors of the Estate of Joe A. Scotch, deceased, and Joe A. Scotch, Jr. and Wayne J. Scotch as Trustees under that certain deed of trust recorded in Shelby Co., Ala., at the Court House in Columbiana Vol.277 Pg. 842 (hereinafter called "Mortgagee", whether one or more), in the sum Pg. 842
of Two hundred fifty thousand and no/100

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,

executed herewith.

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Scotch Building & Development Co., 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

The Northeast Quarter of the Southwest Quarter of Section 12, Township 19,

South, Range 2 West, less and except 3.90 acres described below: Less and except the following:

Beginning at the southeast corner of said quarter-quarter section run thence in a westerly direction along the south line of said quarter-quarter section √ for a distance of 150.26 feet; thence turn an angle to the right of 89°-29'-41" and run in a northerly direction for a distance of 187.42 feet; thence turn an angle to the right of 90°-00' and run in an easterly direction for a distance a tof 9.87 feet; thence turn an angle to the left of 90° and run in a northerly Todirection for a distance of 30.00 feet; thence turn an angle to the right of 7°-15'-00" and run in a northeasterly direction for a distance of 215.00 feet; thence turn an angle to the left of 20°-00'-00" and run in a northwesterly direction for a distance of 206.00 feet; thence turn an angle to the right of 12°-33'-15" and run in a northerly direction for a distance of 505.19 feet; thence turn an angle to the left of 90°-00'-00" and run in a westerly direction Affor a distance of 9.0 feet; thence turn an angle to the right of 90° and run .  $\mathcal{F}_{0}$  in a northerly direction for a distance of 30.00 feet; thence turn an angle to the left of 9°-00' and run in a northwesterly direction for a distance of 164.31 feet to the north line of said quarter-quarter section; thence turn \* an angle to the right of 99°-23'-33" and run along the north line of said quarter-quarter section in an easterly direction for a distance of 147.47 feet to the northeasterly corner of said quarter-quarter section; thence turn an angle to the right of 87°-43'-18" and run in a southerly direction along the easterly line of said quarter-quarter section for a distance of 1330.68 feet to the point of beginning. Said parcel contains 3.90 acres, more or less.

This is a purchase money mortgage and is given to secure the balance sof the purchase price due.

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 forover; 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,
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. 10 ty hy 37500 ITENTIFY THIS

Pac. 300 THE HISFILE IN WITNESS WHEREOF the undersigned Scotch Building & Development Co., Inc. by its. , 19 83 6th Aday of September THE STATE of COUNTY Shelby , a Notary Public in and for said County, in said State, the undersigned hereby certify that Wayne J. Scotch is whose name 1S signed to the foregoing conveyance, and who known to me acknowledged before me on this day, executed the same voluntarily on the day the same bears date. that being informed of the contents of the conveyancehe day of September , 19 83 6th Given under my hand and official seal this Notary Public. THE STATE of Alabama COUNTY Shelby . a Notary Public in and for said County, in said State, the undersigned hereby certify that Wayne J. Scotch of Scotch Building & Development Co., Inc. President whose name as 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 Mor and as the act of said corporation. May of September. 83 Given under my hand and official seal, thin the

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