

NAME: D. Evan Veal, Attorney

ADDRESS: 1711 Pinson Street, Tarrant, AL 35217

MORTGAGE - ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

SHELBY COUNTY

N. Wray Allen and wife, Anne S. Allen (1/5 interest); Herbert M. Boyd, and wife, Emily V. Boyd (2/5 interest); D. Evan Veal and wife, Evelyn S. Veal (2/5 interest)

Know All Men By These Presents, that whereas the undersigned justly indebted to Charles Eason Smith in the sum of One Hundred Eighty Thousand and no/100 Dollars (\$180,000.00) evidenced by one promissory note dated 2-1-84

NEW 22

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, N. Wray Allen and wife, Anne S. Allen; Herbert M. Boyd and wife, Emily V. Boyd; D. Evan Veal and wife, Evelyn S. Veal do, or does, hereby grant, bargain, sell and convey unto the said Charles Eason Smith

(hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

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Commence at the Northwest corner of the NE 1/4 of the NE 1/4 of Section 35, Township 19 South, Range 3 West and run thence South along the West line of said quarter-quarter section a distance of 809.0 feet to the point of beginning of the parcel herein described; thence continue South along the West line of said quarter-quarter section, a distance of 488.6 feet, more or less, to the Southwest corner of said quarter-quarter section; thence run East along the South line of said quarter-quarter section a distance of 1322.0 feet, more or less, to the Southeast corner of said quarter-quarter section; thence run North along the East line of said quarter-quarter section a distance of 488.8 feet, more or less to a point which is 814.5 feet South of the Northeast corner of said quarter-quarter section; thence run West, a distance of 1322.3 feet, more or less, to point of beginning, contained 14.80 acres. Mineral and mining rights excepted.

Commence at the Northwest corner of the SE 1/4 of the NE 1/4 of Section 35, Township 19 South, Range 3 West, which is the point of beginning of the parcel herein described, and run thence East along the North boundary line of said quarter-quarter section, a distance of 1322.0 feet, more or less to the Northeast corner of said quarter-quarter section; thence run South along the East boundary line of said quarter-quarter section a distance of 225.0 feet; thence run West parallel with the North line of said quarter-quarter section a distance of 1322.0 feet, more or less, thence run North along the West line of said quarter-quarter section a distance of 225 feet to the Northwest corner of said quarter-quarter section and point of beginning, containing 6.82 acres. Mining and mineral rights excepted.

LEGAL DESCRIPTIONS AND TERMS CONDITIONS ON EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may, deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

Bud Smith
552 Overhill Dr.
Pelham, AL 35124

on, 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 1st day of February 1984

~~WITNESSES~~

N. Wray Allen (SEAL)

Anne S. Allen (SEAL)

Herbert M. Boyd (Seal)

Emily V. Boyd (Seal)

D. Evan Veal (Seal)

Evelyn S. Veal (Seal)

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STATE OF ALABAMA

JEFFERSON

County

General Acknowledgement

I, the undersigned,

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

hereby certify that N. Wray Allen and wife, Anne S. Allen; Herbert M. Boyd and wife, Emily V. Boyd; and D. Evan Veal and wife, Evelyn S. Veal

whose name 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 day the same bears date.

Given under my hand and official seal this 1st day of February 1984

Carroll R. Boyer Notary Public.

STATE OF
COUNTY OF

Corporate Acknowledgement

I, _____ a Notary Public in and for said County, in said State, hereby certify that whose name as _____ President of 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 19 _____

Notary Public

LEGAL DESCRIPTION AND TERMS AND CONDITIONS ON EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Return to

TO

MORTGAGE

This Form Furnished By
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama

EXHIBIT A TO THAT CERTAIN MORTGAGE DATED 2/1/84 EXECUTED BY N. WRAY ALLEN AND WIFE, ANNE S. ALLEN (1/5); HERBERT M. BOYD AND WIFE, EMILY V. BOYD (2/5); D. EVAN VEAL AND WIFE, EVELYN S. VEAL (2/5) TO CHARLES EASON SMITH.

Commence at an iron pin at the Northeast corner of the SW 1/4 of the NE 1/4 of Section 35, Township 19 South, Range 3 West, which is the point of beginning of a parcel herein described; thence run South, along the East line of said quarter-quarter section a distance of 225 feet; thence run West, parallel with the North boundry line of said quarter-quarter section a distance of 650 feet, more or less, to a point; thence run North, parallel with the East line of said quarter-quarter section a distance of 225 feet; thence run East along the North boundry line of said quarter-quarter section a distance of 650 feet to an iron pin and point of beginning, containing 3.35 acres. Mineral and mining rights excepted.

Commence at the Northwest corner of the SE 1/4 of the NE 1/4 of Section 35, Township 19, South Range 3 West; thence East 210 feet along the northern boundry of said quarter-quarter section to the point of beginning: Ten (10) feet of uniform width on either side of a center line extending North 488.7 feet more or less, to the north line of Smith property, from the point of beginning and extending South 225 feet, more or less to the South line of Smith property, from the point of beginning.

Subject to reservation of an easement of a uniform width of 60 feet over and across the above described incumbered property to property presently owned by Tommie S. Lee and her husband, Frank M. Lee, said easement to provide ingress and egress to and from Riverchase Parkway West, the said grantees N. Wray Allen and wife, Anne S. Allen; Herbert M. Boyd and wife, Emily V. Boyd, D. Evan Veal and wife, Evelyn S. Veal and their successors in title to have the privilege of selecting the exact location of said easement.

The mortgagors reserve and are granted the right and privilege by the mortgagees to require said mortgagee to release remaining portions of the above described property from the encumbrance of this purchase money mortgage at the rate of \$15,000.00 per acre, and all such amounts paid for the release of such property shall be credited as payment on this purchase money mortgage.

The following described parcel is specifically excepted from this mortgage:

Commence at the NE corner of the NE quarter of Section 35, Township 19 South, Range 3 West and run South along the East line of said 1/4 section for a distance of 814.5 feet to the point of beginning of herein described property; thence continue South along said East line for a distance of 713.8 feet to a point; thence run West and parallel to North line of said 1/4 section for a distance of 851.60 feet to a point; thence run North and parallel to the East line of said 1/4 section for a distance of 713.8 feet to a point; thence run East and parallel to the North line of said 1/4 section 851.60 feet more or less to the point of beginning, according to the survey of Edward A. Rogers, Sr. dated January 13, 1983.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1st Day of February, 1984.

N. Wray Allen (SEAL)
Anne S. Allen (SEAL)
Herbert M. Boyd (SEAL)

Emily V. Boyd (SEAL)
D. Evan Veal (SEAL)
Evelyn S. Veal (SEAL)

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned ANNE M. BYROM, a Notary Public in and for said County in said State, hereby certify that N. Wray Allen and wife, Anne S. Allen; Herbert M. Boyd and wife, Emily V. Boyd; D. Evan Veal and wife, Evelyn S. Veal, 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 day the same bears date.

Given under my hand and official seal this 1st day of February, 1984.

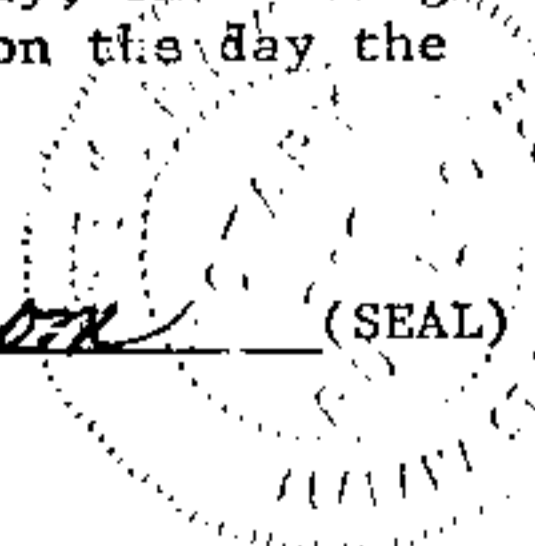
Anne M. Byrom (SEAL)
NOTARY PUBLIC

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

1984 FEB -8 PM 4:00

F. Thomas R. Shivers, Jr.
JUDGE OF PROBATE

Mtg TAX 270.00
Rec 6.50
Fund 1.00
277.50



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