

STATE OF ALABAMA

SHELBY COUNTY

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This PURCHASE MONEY MORTGAGE made and entered into on this 5th day of March, 1984, by and between Percy W. Brower, Jr. (Mortgagor) and SouthTrust Bank of Alabama, National Association (Mortgagee),

WITNESSETH:

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That, WHEREAS Mortgagor has this day become justly indebted to Mortgagee in the principal sum of Two Hundred Ninety-six Thousand Three Hundred Five and no/100 Dollars (\$296,305.00) for the purchase price of the hereinafter described real estate, as evidenced by a mortgage note of even date herewith made by Mortgagor (the Note) and being payable as to principal fifteen (15) months from the date hereof and as to interest in quarterly installments commencing three (3) months from the date hereof; and

WHEREAS, Mortgagor desires to secure the prompt payment of the Note,

NOW, THEREFORE, in consideration of the premises and to secure payment of the Note, Mortgagor has bargained and sold, and does hereby grant, bargain, sell and convey unto Mortgagee, its successors and assigns, the real estate lying and being in Shelby County, Alabama, and more particularly described in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD unto Mortgagee, its successors and assigns, forever, subject to all easements and restrictions of record.

This Mortgage is made and accepted on the understanding that the following covenants and agreements shall continue in effect so long as the Note remains unpaid.

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1. Mortgagor shall pay all taxes, assessments or other charges which may be levied upon or accrue against said real estate, promptly as and when so levied or assessed. Should Mortgagor fail to pay any such taxes, assessments or other charges, Mortgagee may, but shall not be obligated to, pay the same, and the amount so paid shall thereupon become immediately due and shall be secured by the lien of this Mortgage.

2. Mortgagor shall commit and permit no waste on said real estate.

3. If Mortgagor pays the Note and reimburses Mortgagee for any amounts Mortgagee may have expended for taxes or assessments or other charges, then this Mortgage shall become null and void, but should default be made in the payment of any sum expended by Mortgagee for taxes, assessments or other charges, or should Mortgagor fail to pay the indebtedness evidenced by the Note or any part thereof, or the interest thereon, as and when the same becomes due, or should Mortgagor fail to observe the covenants and agreements herein set forth, or should the interest of Mortgagee in said real estate become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the indebtedness hereby secured, or should Mortgagor become a bankrupt, then in any one of such events, the whole of said indebtedness evidenced by the Note shall at once become due and payable at the option of Mortgagee, and this Mortgage be subject to foreclosure as now provided in the case of past due mortgages, and Mortgagee shall be authorized to take possession of real estate hereby conveyed, and with or without first taking possession, after giving twenty-one (21) days notice by publication once a week for three successive weeks of the time, place and terms of sale in a newspaper published in said county and state, sell said real estate in lots or in parcels or en masse as Mortgagee shall deem best, in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and apply the proceeds of such 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 may be necessary to expend in paying taxes, assessments or other charges, 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, and fourth the balance if any to be paid to the Mortgagor. Mortgagee may bid at any such sale and purchase said real estate, if the highest bidder therefor.

4. Mortgagor shall have no personal liability under the terms of the Note or this Mortgage (except for accrued interest on the Note), and Mortgagee shall look solely to the real estate subject to this Mortgage for all sums due or occasioned by Mortgagor's failure to perform under the terms of the Note or this Mortgage. In the event of a foreclosure of this Mortgage, Mortgagee agrees that it will not seek or obtain a deficiency judgment against Mortgagor. Nothing contained herein shall be, or be deemed to be, a release or impairment of the indebtedness evidenced by the Note or of the covenants and agreements hereof or of the lien or title hereby conveyed as security for such indebtedness and covenants and agreements hereof, or shall preclude Mortgagee from foreclosing this Mortgage or exercising the rights set forth herein in the event of a failure to pay said indebtedness or other default hereunder or under the Note, except as set forth in this paragraph.

5. All covenants and agreements herein contained shall bind and inure to the benefit of Mortgagor and Mortgagee and their respective heirs, personal representatives, successors and assigns, provided, however, that Mortgagor shall not sell or further encumber said real estate without the prior written consent of Mortgagee except that Mortgagor may sell said real estate to Harbar Homes, Inc.

6. No failure of Mortgagee to exercise any option herein given to declare the maturity of the indebtedness hereby secured upon default by Mortgagor shall be taken as a waiver of such right so long as the default giving rise to such right remains uncured.

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IN WITNESS WHEREOF, Mortgagor has hereunto set his hand
and seal all as of the day and year first above written.

Percy W. Brower, Jr. (SEAL)
Percy W. Brower, Jr.

STATE OF ALABAMA)
JEFFERSON COUNTY)

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I, the undersigned, a Notary Public in and for said County in
said State, hereby certify that Percy W. Brower, Jr., whose name is signed
to the foregoing instrument, and who is known to me, acknowledged before
me on this day that, being informed of the contents of the instrument, he
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of
march, 1984.

Cliffad W. B. Gullitt
Notary Public
My Commission Expires August 3, 1987

(NOTARIAL SEAL)

This Instrument Prepared By:

J. Robert Fleenor
1400 Park Place Tower
Birmingham, AL 35203

EXHIBIT A

Part of the NE-1/4 of Section 14, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the northeast corner of said Section 14, run in a southerly direction along the east line of said section for a distance of 1,998.47 feet; thence turn an angle to the right of $92^{\circ} 01' 23''$ and run in a westerly direction for a distance of 244.39 feet; thence turn an angle to the right of $73^{\circ} 06'$ and run in a northwesterly direction for a distance of 354.00 feet; thence turn an angle to the left of $21^{\circ} 51' 06''$ and run in a northwesterly direction for a distance of 351.00 feet; thence turn an angle to the left of $10^{\circ} 12' 38''$ and run in a northwesterly direction for a distance of 321.60 feet; thence turn an angle to the right of $17^{\circ} 34' 08''$ and run in a northwesterly direction for a distance of 102.18 feet; thence turn an angle to the left of $26^{\circ} 26'$ and run in a northwesterly direction for a distance of 103.32 feet; thence turn an angle to the right of $23^{\circ} 23' 03''$ and run in a northwesterly direction for a distance of 663.83 feet; thence turn an angle to the left of $29^{\circ} 48' 33''$ and run in a northwesterly direction for a distance of 107.11 feet; thence turn an angle to the left of $69^{\circ} 00'$ and run in a southwesterly direction for a distance of 261.28 feet; thence turn an angle to the right of 90° and run in a northwesterly direction for a distance of 45.00 feet; thence turn an angle to the left of 90° and run in a southwesterly direction for a distance of 60.00 feet; thence turn an angle to the right of $7^{\circ} 00' 40''$ and run in a southwesterly direction for a distance of 259.13 feet; thence turn an angle to the left of $5^{\circ} 38' 18''$ and run in a southwesterly direction for a distance of 134.00 feet; thence turn an angle to the right of $39^{\circ} 00'$ and run in a southwesterly direction for a distance of 172.00 feet; thence turn an angle to the right of $105^{\circ} 20'$ and run in a northerly direction for a distance of 976.38 feet to a point on the north line of said section; thence turn an angle to the right of $91^{\circ} 18' 58''$ and run in an easterly direction along the north line of said section for a distance of 2,048.55 feet, more or less, to the point of beginning, containing 2,225,344 square feet or 51.087 acres, more or less.

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Pub. 8.

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

1984 MAR 12 AM 8:43

Thomas C. Brumfield, Jr.
JUDGE OF PROBATE

Qty. Tax - 444.60
Rec - 7.50
Ind - 1.00

453.10