

PURCHASE MONEY MORTGAGE

This instrument was prepared by

1062

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

(Address) Columbiana, Alabama 35051

Form TICOR 6000 1-84

MORTGAGE-TICOR TITLE INSURANCE

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Howard V. Payton, Jr. and Ben L. Payton

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Harold J. Hall  
(Columbiana, Alabama 35051)

(hereinafter called "Mortgagee", whether one or more), in the sum  
Dollars

of TWENTY THOUSAND AND NO/100

(\$ 20,000.00 ), evidenced by one promissory note of this date in the amount of  
\$20,000.00, being due and payable on January 15, 1985.

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,

Howard V. Payton, Jr. and Ben L. Payton

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:

PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART AND PARCEL HEREOF AS FULLY AS IF SET OUT HEREIN, AND SIGNED BY MORTGAGORS FOR IDENTIFICATION.

The property described herein constitutes no part of the homestead of mortgagors.

THIS IS A PURCHASE MONEY MORTGAGE.

Said property warranted free from all incumbrances and any adverse claims, except as stated a

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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

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have hereunto set OUR signatures and seal, this 28 day of September, 19 84.

*Howard V. Payton, Jr.* (SEAL)  
(Howard V. Payton, Jr.)  
*Ben L. Payton* (SEAL)  
(Ben L. Payton) (SEAL)

THE STATE of ALABAMA }  
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Howard V. Payton, Jr. and Ben L. Payton

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.

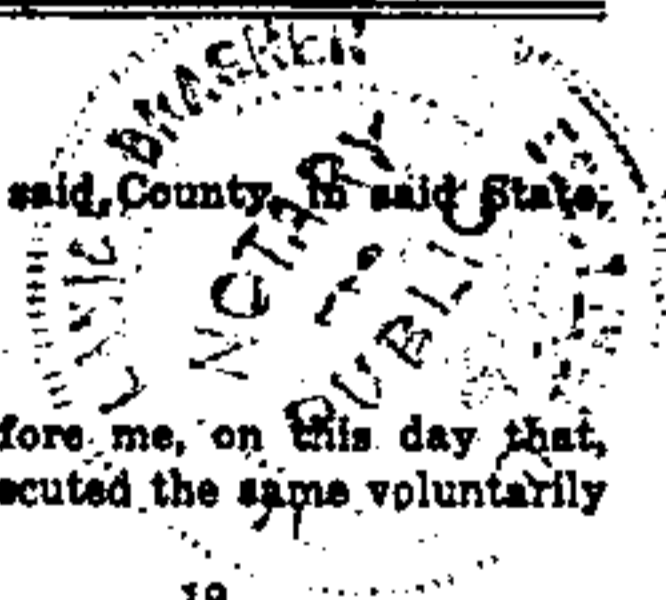
Given under my hand and official seal this 28 day of September, 19 84.  
*Laurie Brasher* Notary Public.

THE STATE of \_\_\_\_\_ }  
\_\_\_\_\_ COUNTY }

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that

whose name as \_\_\_\_\_ 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 such 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.



TO

MORTGAGE DEED

This form furnished by:  
**TICOR TITLE INSURANCE**  
413 21st Street North, Birmingham, Alabama 35203  
(205) 251-8484

LEGAL DESCRIPTION:

PARCEL 2.

Commence at the Southwest corner of the NE 1/4 of the SE 1/4 of Section 1, Township 22 South, Range 1 East; Thence proceed in an Easterly direction along the South Boundary of said 1/4-1/4 for a distance of 238.65 feet to a point; Thence turn an angle of 65 degrees 38 minutes 46 seconds left and run 83.68 feet to a point; Thence turn an angle of 24 degrees 06 minutes 30 seconds left and run 231.28 feet to a point; Thence turn an angle of 48 degrees 01 minutes 34 seconds right and run 171.50 feet to a point; Thence turn an angle of 23 degrees 09 minutes right and run 128.18 feet to a point, being the Point of Beginning of the parcel of land herein described; Thence turn an angle of 84 degrees 57 minutes left and run 40.88 feet to a point; Thence turn an angle of 90 degrees 28 minutes 29 seconds right and run 29.12 feet to a point; Thence turn an angle of 56 degrees 17 minutes 08 seconds left and run 85.44 feet to a point; Thence turn an angle of 34 degrees 35 minutes 32 seconds left and run 82.46 feet to a point; Thence turn an angle of 54 degrees 13 minutes 41 seconds right and run 75.93 feet to a point; Thence turn an angle of 16 degrees 31 minutes 59 seconds right and run 114.83 feet to a point; Thence turn an angle of 24 degrees 03 minutes 50 seconds right and run 112.45 feet to a point; Thence turn an angle of 62 degrees 42 minutes 34 seconds right and run 158.00 feet to a point; Thence turn an angle of 10 degrees 48 minutes 23 seconds right and run 207.53 feet to a point; Thence turn an angle of 30 degrees 58 minutes 29 seconds right and run 65.28 feet to a point; Thence turn an angle of 26 degrees 20 minutes 01 seconds right and run 76.32 feet to a point; Thence turn an angle of 35 degrees 36 minutes 36 seconds right and run 54.23 feet to a point; Thence turn an angle of 71 degrees 12 minutes 58 seconds right and run 70.84 feet to a point; Thence turn an angle of 61 degrees 58 minutes 10 seconds left and run 55.54 feet to a point; Thence turn an angle of 31 degrees 52 minutes 44 seconds right and run 197.01 feet to a point; Thence turn an angle of 52 degrees 41 minutes 07 seconds left and run 83.58 feet to a point; Thence turn an angle of 110 degrees 42 minutes 33 seconds right and run 66.67 feet to the point of beginning. Said parcel is located in the NE 1/4 of the SE 1/4 of Section 1, Township 22 South, Range 1 East. Excepted from said parcel is any and all portions of land that lie below the datum plane of 397 feet above mean sea level as established by the USC & G. Survey. Said parcel is also subject to a flood right up to the datum plane of 398 feet above mean sea level.

Also, an easement for ingress and egress and installation of utilities over and across road easement described as follows:

ROAD EASEMENT FOR ACCESS TO PARCELS 1 THROUGH 13

Commence at the Southwest corner of the NW 1/4 of the NE 1/4, Section 12, Township 22 South, Range 1 East; thence proceed in an Easterly direction along the South boundary of said 1/4-1/4 for a distance of 406.69 feet to a point, being the point of beginning of the centerline of a 60 foot easement herein described; Thence turn an angle of 94 degrees 52 minutes 21 seconds left and run 427.20 feet; Thence run along a curve to the right (Concave Easterly and radius = 435.87 feet) for an arc distance of 175.70 feet; Thence run along a tangent section for 724.43 feet; Thence run along a curve to the right (Concave Southeasterly and radius = 227.17 feet) for an arc distance of 111.37 feet; Thence run along a tangent section for 26.9 feet; Thence run along a curve to the left (Concave Northwesterly and radius = 7544.81 feet) for an arc distance of 359.93 feet; Thence run along a tangent section for 15.52 feet; Thence run along a curve to the left (Concave Northwesterly and radius = 3583.17 feet) for an arc distance of 199.95 feet; Thence run along a tangent section for 174.95 feet; Thence run along a curve to the left (Concave Northwesterly and radius = 848.69 feet) for an arc distance of 238.42 feet; Thence run along a tangent section for 545.60 feet; Thence run along a curve to the left (Concave Westerly and radius = 399.17) for an arc distance of 167.96 feet; Thence run along a tangent section for 146.04 feet; Thence turn an angle of 48 degrees 01 minutes 34 seconds right and run 91.50 feet; Thence run along a curve to the right (Concave Southeasterly and radius = 390.59 feet) for an arc distance of 157.82 feet; Thence run along a tangent section for 48.18 feet to the point of ending. Said easement shall be sixty (60) feet in width, thirty feet each side of the above described centerline. Said easement is located in the NE 1/4 of SE 1/4, SE 1/4 of SE 1/4 and SW 1/4 of SE 1/4, Section 1, Township 22 South, Range 1 East, and the NW 1/4 of NE 1/4 Section 12, Township 22 South, Range 1 East.

Subject to the following:

1. Restrictive covenants and conditions as set forth in the deed recorded in Deed Book 340, page 866, in the Probate Office of Shelby County, Alabama.
2. Rights of other parties in and to the use of the easement herein described.
3. Rights acquired by the Alabama Power Company in that certain deed recorded in the Probate Office of Shelby County, Alabama in Deed Book 253, page 120.

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STATE DEALERS, SHELBY CO.  
I CERTIFY THIS INSTRUMENT IS CORRECT

1984 SEP 28 AM 9:52

JUDGE OF PROBATE

SIGNED FOR IDENTIFICATION:

*[Handwritten Signature]*  
*[Handwritten Signature]*

Mtg TAX 30.00  
Rec 7.50  
Jud 1.00  

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38.50