

The State of Alabama }

SHELBY

County.

THIS INDENTURE, made and entered into this 3rd day of October, 1984

by and between NELSON BROTHERS, INC. an Alabama corporation

parties of the first part, hereinafter referred to as mortgagor, and DAVID R. NELSON

party of the second part, hereinafter referred to as mortgagee,

Witnesseth:

WHEREAS, the said Mortgagor is
justly indebted to the party of the second part in the principal sum of \$1,800,000.00
as evidenced by note bearing even date herewith, payable ~~XXXXXX~~ provided in said note,

with interest thereon from date hereof at the rate of 14% per centum per annum, as ~~provided in said note~~ provided in said note.

NOW, THEREFORE, the parties of the first part, in consideration of the premises, and to secure the payment of said indebtedness and the compliance with all the stipulations herein contained, have bargained and sold, and do hereby grant, bargain, sell, alien, and convey unto the party of the second part, its successors and assigns, the following described real estate, lying and being situated in the town of _____ County of Shelby, State of Alabama, to-wit:

[LEGAL DESCRIPTION ATTACHED HERETO AND
MADE A PART HEREOF AS EXHIBIT A]

This mortgage is junior to that certain Mortgage from William H. Nelson, III and wife, Judy Quinn Nelson, to Birmingham-Southern College recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Book 332, Page 844.

Robert C. Hathall
1400 Park Place Tower

BOOK 005 PAGE 810

Together with all the rights, privileges, tenements, and appurtenances thereunto belonging or in any wise appertaining, including screen windows and doors, gas, steam, electric and other heating, lighting and cooking apparatus, elevators, ice boxes, plumbing and other fixtures appertaining to the said premises, all of which shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the said premises, and every part thereof, unto the mortgagee, its successors and assigns forever. And the undersigned covenant with the mortgagee that the undersigned are lawfully seized in fee simple of said premises and have a good right to sell and convey the same as aforesaid; that the said premises are free of all incumbrances and the undersigned will warrant and forever defend the title to the same unto the mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

And for the purpose of further securing the payment of said indebtedness, the undersigned hereby agree to pay all taxes, assessments, or other liens taking priority over this mortgage, when imposed legally upon said premises, and should default be made in the payment of same, or any part thereof, said mortgagee, at its option, may pay the same; and to further secure said indebtedness first above named, and every portion thereof, the undersigned agree to keep said property continuously insured in such manner and in such

companies as may be satisfactory to the mortgagee, for at least \$ against loss by fire and \$ against loss by tornado, with loss, if any, payable to said mortgagee, as its interest may appear, and if the undersigned fail to keep said property insured as above specified, then the mortgagee may, at its option, insure said property for its insurable value against loss by fire and tornado, for its own benefit, the proceeds from such insurance, if collected to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or, at the election of the mortgagee, may be used in repairing or reconstructing the premises; all amounts so expended by said mortgagee for insurance, or for the payment of taxes, assessments, or any other prior liens, shall become a debt due and at once payable, without demand upon or notice to any person, to said mortgagee, additional to the indebtedness hereby specially secured, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by said mortgagee, and at the election of the mortgagee, and without notice to any person, the mortgagee may declare the entire indebtedness secured by this mortgage due and payable, and this mortgage subject to foreclosure, and same may be foreclosed, as hereinafter provided.

The undersigned agree to take good care of the premises above described, and not to commit or permit any waste thereon, and to keep the same repaired, and at all times to maintain the same in as good condition as they now are, reasonable wear and tear alone excepted.

The undersigned agree that no delay or failure of the mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage, shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either as to any past or present default, and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except as evidenced in writing, signed by the undersigned, and by the mortgagee, by an officer thereof.

After any default on the part of the mortgagor the mortgagee shall, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this mortgage, be entitled, as a matter of right, to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues and profits of said premises, which power to lease and control the said premises, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, That if the mortgagor pays said note and any renewals or extensions thereof, and all other indebtedness secured by this mortgage, and reimburses said mortgagee for any amount it may have expended in payment of taxes and insurance or other liens, and interest thereon, and shall do and perform all other acts and things herein agreed to be done, this conveyance to be null and void; but should default be made in the payment of any sum expended by the said mortgagee under the authority of any of the provisions of this mortgage, or should said indebtedness hereby secured, and any renewals or extensions thereof, or any part thereof, or any 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 encumbrance thereon, so as to endanger the debt hereby secured, or should any law, either Federal or State, be passed imposing or authorizing the imposition of any specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage, or by virtue of which any tax or assessment upon the mortgaged premises shall be chargeable against the owner of said mortgage, or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction, then, in any one of said events, the whole of the indebtedness hereby secured, or any portion or part of same as may not at said date have been paid, with interest thereon, shall become due and payable at the option of said mortgagee, and this mortgage be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages; and the mortgagee shall be authorized to take possession of the premises hereby conveyed, and after giving twenty-one days' notice by publication once a week for three consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published in the County wherein said property is located, to sell the same in front of the Courthouse door of the County wherein said property is located, 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 may then be necessary to expend, in paying insurance, taxes and other incumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, 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 mortgagor.

And the undersigned further agree that said mortgagee, its successors, or assigns, may bid at any sale had under the terms of this mortgage, and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's fee to said mortgagee, its successors or assigns, for the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction, said fee to be a part of the debt hereby secured, and the purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money.

In the event of a sale hereunder, the mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the undersigned a good and sufficient deed to the property sold.

The undersigned agree that the debt hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided, at the option of the holder hereof, when and 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.

Plural or singular words used herein to designate the undersigned, the parties of the first part, shall be construed to refer to the maker or makers of this mortgage, whether one or more persons, or a corporation; and all covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned, and every option, right and privilege herein reserved or secured to the mortgagee, shall inure to the benefit of its successors and assigns.

*A. 15 days after notice in writing to the Mortgagor unless the said default be cured before expiration of such period.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, on this the day and year first above written.

Witnesses:

Attest:

Jennie Ruth Nelson
Its Secretary

By:

NELSON BROTHERS, INC.
Its President

(Seal)

(Seal)

(Seal)

(Seal)

Robert C. Walthall

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that

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

Notary Public.

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that

on this day came before me the within named

known to me to be the wife of the within named who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In Witness Whereof, I have hereunto set my hand and official seal, this

Notary Public.

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that

on this day came before me the within named

known to me to be the wife of the within named who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In Witness Whereof, I have hereunto set my hand and official seal, this

Notary Public.

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that

whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this

Notary Public.

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that

whose name as President of the *William H. Nelson, III* *Nelson Brothers, Inc.*

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 said corporation.

Given under my hand and official seal, this *3rd day of October, 1984*

Jean M. Hilborne
Notary Public.

MORTGAGE DEED

STATE OF ALABAMA

County

Office of the Judge of Probate

I hereby certify that the within mortgage was

filed in this office for record on the

day of _____, 19__

at _____ o'clock _____ M., and was duly recorded

in Volume _____ of Mortgages, at page _____

and examined.

Judge of Probate.

BOOK 005 PAGE 812

Lawyers Title Insurance Corporation

A Stock Company

Home Office - Richmond, Virginia

EXHIBIT A

SCHEDULE A cont'd.

LEGAL DESCRIPTION:

NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 11, Township 19 South, Range 2 West, except minerals and mining rights.

SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 11, Township 19 South, Range 2 West, except minerals and mining rights, LESS AND EXCEPT that part thereof described as follows:

Commence at the Southeast corner of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 11, Township 19 South, Range 2 West; thence run West along the South line of said 1/4-1/4 Section 660 feet to a point; thence turn 90 deg. to the right and run 153.85 feet; thence turn 58 deg. 24 min. to the right and run 774.96 feet; thence turn 121 deg. 37 min. to the right and run 560 feet to the point of beginning.

Part of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 11, Township 19 South, Range 2 West, said part being more particularly described as follows: From the N.E. corner of said NE $\frac{1}{4}$ of SE $\frac{1}{4}$ run West along the North line of said 1/4-1/4 Section for 910 feet to the point of beginning; thence turn an angle to the left of 71 deg. 23 min. and run Southwesterly for 306 feet; thence turn an angle to the right of 71 deg. 23 min. and run West for a distance of 70 feet; thence turn an angle to the right of 50 deg. 07 min. and run Northwesterly for a distance of 377.91 feet to a point on the North line of said 1/4-1/4 Section, which is 410 feet West of the point of beginning; thence East 410 feet to the point of beginning; except minerals and mining rights.

Part of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 12, Township 19 South, Range 2 West, said part being more particularly described as follows: From the Southwest corner of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$, run North along the West line of said 1/4-1/4 Section for a distance of 560 feet to a point of beginning; thence continue North along the same line for 761.75 feet, more or less, to the Northwest corner of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$; thence run East along the North line of said 1/4-1/4 Section for 660 feet; thence run in a Southwesterly direction in a straight line to the point of beginning, except minerals and mining rights not owned by the grantors;

and,

A parcel of land situated in the NE $\frac{1}{4}$ of Section 11, Township 19 South, Range 2 West, and being more particularly described as follows: Begin at the SW corner of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$; thence run Northerly along the West line of said 1/4-1/4 section for 979.17 feet to a point on the Southerly right-of-way line of a public road; said point being on a curve, having a radius of 2904.79 and subtending a central angle of 8 deg. 56' 23"; thence an angle right of 50 deg. 34' 28" to chord of said curve and run in a Northeasterly direction along the arc of said curve for 453.09 feet to a point; thence from tangent to said curve continue Northeasterly for 462.19 feet to the Westerly corner of the Murray property; thence an angle right of 70 deg. 41' 49" and run Southeasterly along the Southwest line of said Murray property for 713.48 feet to the N.E. corner of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$; thence an angle right of 63 deg. 14' 46" and run Southerly along the East line of said 1/4-1/4 for 1325.15 feet to the S.E. corner; thence an angle right of 92 deg. 32' 38" and run Westerly along the South line of said 1/4-1/4 Section for 1319.88 feet to the point of beginning, except minerals and mining rights, and less and except therefrom a tract of land 80 feet in width, situated in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Sec. 11, lying forty feet on each side of a centerline which is more particularly described as follows: From the S.W. corner of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$, run North along the West line of said 1/4-1/4 Section for a distance of 300 feet; thence turn an angle to the right of 90 deg. and run East for a distance of 40 feet to a point which is hereinafter referred

Schedule A Page 2 No. BB 928791

same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 15 day of May, 1947.

A Stock Company
Home Office - Richmond, Virginia

SCHEDULE A cont'd.

LEGAL DESCRIPTION (Cont.)

to as Point "A"; thence turn an angle to the left of 90 deg. and run North for a distance of 757.22 feet to a point on the centerline of Valleydale Road, said point being the point of beginning of the land herein described; thence turn an angle of 180 deg. and run South for a distance of 757.22 feet to said Point "A", said point being the point of curvature of a curve to the left, said curve having a radius of 401.14 feet; thence along said curve to the left, in a Southeasterly direction for a distance of 340 feet, more or less, to the South line of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$.

NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 11, Township 19 South, Range 2 West, minerals and mining rights excepted.

SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 11, Township 19 South, Range 2 West, except minerals and mining rights; LESS AND EXCEPT that part thereof described as follows:
Begin at the Southeast corner of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 11, Township 19 South, Range 2 West; thence run West along the South line of said 1/4-1/4 Section 660 feet to the point of beginning of the lands herein described; thence continue West along the South line of said 1/4-1/4 Section 250 feet to a point; thence turn 148 deg. 24 min. to the right and run 293.54 feet to a point; thence turn an angle of 121 deg. 36 min. to the right and run 153.85 feet to the point of beginning.

Part of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 11, Township 19 South, Range 2 West, Shelby County, Alabama, said part being more particularly described as follows:
From the Northwest corner of said NE $\frac{1}{4}$ of SE $\frac{1}{4}$, run East along the North line of said 1/4-1/4 Section for a distance of 410 feet to the point of beginning; thence turn an angle to the right of 105 deg. 00 min. and run Southwesterly for a distance of 300.22 feet to the point on the North line of the right of way of Meadow Brook Road; thence turn an angle to the right of 75 deg. 00 min. and run West along the North line of said Meadow Brook Road for a distance of 20 feet; thence turn an angle to the right of 108 deg. 37 min. and run Northeasterly for a distance of 306 feet to the point of beginning.

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT IS TRUE

1984 OCT 17 PM 4:23

Thomas H. [Signature]
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$ 2,700.00
Deed Tax	
Mineral Tax	
Recording Fee	12.50
Index Fee	1.00
TOTAL	\$ 2713.50

Schedule A Page 2 No. BB 928791

075-1-599-0040-1

same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 15 day of May, 1947.

T. B. Wetmore