

This instrument was prepared by

(Name) FIRST AMERICAN BANK OF PELHAM
(Address) 3000 Highway 31 South, P. O. Box 100, Pelham, Alabama 35124

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

NAVAJO PROPERTIES, A GENERAL PARTNERSHIP

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

FIRST AMERICAN BANK OF PELHAM

of One hundred seventy-six thousand eight hundred fifty-six & no/100 (hereinafter called "Mortgages", whether one or more), in the sum
(\$ 176,856.00), evidenced by ----- Dollars

L&D note of even date payable on demand but not later than
May 31, 1986 with interest payable semi-annually at a
rate of floating prime + 1%, initial rate of 11.00% APR

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,

NAVAJO PROPERTIES, A GENERAL PARTNERSHIP

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:

Navajo Hills 8th Sector Outside Boundary

Begin at the Southwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 20 South, Range 3 West; run thence in a Northerly direction along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 867.91 feet; thence turn an angle to the right of $75^{\circ} 19' 32''$ and run in a Northeasterly direction along the centerline of a 30 foot Southern Natural Gas Company right-of-way for a distance of 529.83 feet to the Northwest corner of Lot 6, Navajo Hills, 5th Sector; thence turn an angle to the right of $89^{\circ} 34' 18''$ and run in a Southeasterly direction along the Southwesterly line of Lot 6, Navajo Hills, 5th Sector for a distance of 182.43 feet; thence turn an angle to the left of $27^{\circ} 01' 36''$ and run in a Southeasterly direction along the Southwesterly line of Lot 7, Navajo Hills, 5th Sector and the Southwesterly lines of Lots 19 and 20, Navajo Hills, 3rd Sector for a distance of 415.39 feet; thence turn an angle to the right of $90^{\circ} 59'$ and run in a Southwesterly direction along the Northwesterly line of Lot 17, Navajo Hills, 3rd Sector for a distance of 139.38 feet; thence turn an angle to the left of $13^{\circ} 38'$ and run in a southwesterly direction along the Northwesterly line of Lot 16, Navajo Hills, 3rd Sector for a distance of 172.13 feet; thence turn an angle to the left of $30^{\circ} 36'$ and run in a Southwesterly direction along the Northwesterly lines of Lot 14 and 15, Navajo Hills, 3rd Sector for a distance of 301.54 feet to a point on the South line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 20 South, Range 3 West; thence turn an angle to the right of $86^{\circ} 47'$ and run in a Westerly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 610.39 feet to the point of beginning. Said parcel containing 14.38 acres and being subject to the right-of-way to Southern Natural Gas Company along the Northwesterly line of said tract.

1st Amer. BANK

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above

To Have Assigned the above granted property unto the Mortgagee, Mortgagee's successors, heirs 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

NAVAJO PROPERTIES, A GENERAL PARTNERSHIP

have hereunto set their signature and seal, this 31st day of May 1985

INSTRUMENT WAS FILED

1985 JUN -5 AM 9:43

JUDGE OF PROBATE

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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THE STATE of ALABAMA
SHELBY COUNTY

I, Cynthia B. Kemp, a Notary Public in and for said County, in said State, hereby certify that

Donald R. Murphy, D. R. Bailey, Jackie Williams and Benny Griffin whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of May 1985

Notary Public.

THE STATE of
COUNTY

My Commission Expires March 6, 1988

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

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama