

This instrument was prepared by

951

(Name) Kathryn C. Fallon

(Address) 6102 Valley Station Road, Helena, Alabama 35080

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,

NEW ERA PRODUCTIONS, INC.

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

K.R. JONES

(hereinafter called "Mortgagee", whether one or more), in the sum of SEVENTY-FIVE THOUSAND AND NO/100----- Dollars (\$75,000.00), evidenced by One promissory note of even date herewith, bearing interest at the rate of 12% per annum, payable in three (3) annual installments of \$25,000.00 plus interest on each installment. Mortgage may be pre-paid at any time without penalty.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NEW ERA PRODUCTIONS, INC.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

K.R. JONES

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:

Parcel "A", an acreage tract recorded in Map Book 7, Page 119, in the Probate Office of Shelby County, Alabama, map and legal description attached.

Parcel "B", map and legal description attached.

BOOK 034 PAGE 552

This is a purchase money mortgage given and received to secure the unpaid balance of the purchase price of the above described property.

WILLIAM H. HALDROOKS
SUITE 820

#1 INDEPENDENCE PLAZA
BIRMINGHAM, AL. 35209

Said property granted free from all incumbrances and any adverse claims, except as stated above.

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.

----- (SEAL)

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

Notary Public.

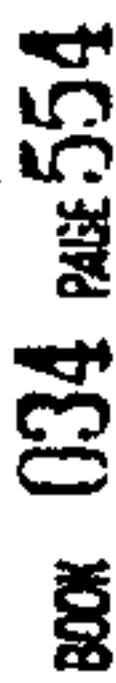
, a Notary Public in and for said County, in said State.

Wm. H. Helbrook Notary Public

Birmingham, Alabama

Map Book 7 Page 117

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STATE OF ALABAMA
SHELBY COUNTY

I, Wm. A. School, Jr., a registered Civil Engineer and Land Surveyor of Birmingham, Alabama, do hereby certify that the foregoing is a true and correct plat or map of a survey made by me of an acreage tract owned by R. B. Jones and situated in the S.W. 1/4 of the S.E. 1/4 of Section 11, Township 19 South, Range 3 West being more particularly described as follows:

[illegible]

Confusingly 174.72: 4'6 square feet or 30.136 square

Halter Daniel
Halter Daniel, Jr., Aid. Reg. No. 3932

LEGAL DESCRIPTION OF PARCEL "A"

A parcel of land situated in the SW 1/4 of the SE 1/4 of Section 31, Township 19 South, Range 2 West, being more particularly described as follows:

Beginning at the Southwest corner of the SW 1/4 of the SE 1/4 of Section 31, Township 19 South, Range 2 West and run East along the South line of the SW 1/4 of the SE 1/4 907.96 feet to a point on the Northwestern right of way line of Oak Mountain Park Road; thence 50 degrees 13 minutes to the left and run Northeasterly along said right of way 119.08 feet to the P.C. (point of curve) of a curve to the right having a radius of 694.30 feet and a central angle of 57 degrees 49 minutes 39 seconds; thence run in the arc of said curve to the right and along the Northwestern right of way 700.74 feet to a point; thence 130 degrees 36 minutes 34 seconds to the left (angle measured to tangent) and run Northwesternly 439.25 feet to a point in Cahaba Valley Creek; thence 36 degrees 50 minutes to the left and run along the meandering centerline of Cahaba Valley Creek 1723.86 feet to a point on the West line of the SW 1/4 of the SE 1/4 of Section 31, Township 19 South, Range 2 West, said meandering centerline being more particularly described as follows: from the aforementioned 36 degrees 50 minutes turn to the left, run Northwesternly 112.70 feet to a point; thence 15 degrees 54 minutes to the right and run Northwesternly 195.30 feet to a point; thence 27 degrees 30 minutes to the right and run Northwesternly 85.86 feet to a point; thence 37 degrees 11 minutes to the right and run Northeasterly 31.36 feet to a point; thence 69 degrees 36 minutes to the left and run Northwesternly 49.09 feet to a point; thence 59 degrees 55 minutes to the left and run Southwesterly 192.91 feet to a point; thence 19 degrees 53 minutes to the left and run Southwesterly 261.01 feet to a point; thence 23 degrees 04 minutes to the right and run Southwesterly 139.06 feet to a point; thence 10 degrees 15 minutes to the right and run Southwesterly 49.66 feet to a point; thence 01 degree 09 minutes to the left and run Southwesterly 124.44 feet to a point; thence 06 degrees 58 minutes to the left and run Southwesterly 129.10 feet to a point; thence 04 degrees 02 minutes to the left and run Southwesterly 49.41 feet to a point; thence 11 degrees 36 minutes to the left and run Southwesterly 237.79 feet to a point; thence 34 degrees 33 minutes to the right and run Southwesterly 66.17 feet to the aforementioned point on the West line of the SW 1/4 of the SE 1/4 of said section; thence 87 degrees 46 minutes to the left and run South along the West line of said 1/4-1/4 section 364.38 feet to the point of beginning.

According to the survey of Walter Schoel, Jr., Alabama Registered No. 3092, dated January 30, 1979.

Situated in Shelby County, Alabama.

BOOK 034 PAGE 555

LEGAL DESCRIPTION PARCEL "8"

Commence at the Southwest corner of the S.W.1/4 of the S.E.1/4 of Section 31, Township 19 South, Range 2 West and run East along the South line of the S.W.1/4 of the S.E.1/4 907.96 feet to a point on the Northwesternly right-of-way line of Oak Mountain Park Road; thence 50°13' to the left and run Northeasterly along said right-of-way 119.08 feet to the P.C. (point of curve) of a curve to the right having a radius of 694.30 feet and a central angle of 57°49'39"; thence run in the arc of said curve to the right and along the Northwesternly right-of-way 700.74 feet to a point; thence 130°36'34" to the left (angle measured to tangent) and run Northwesternly 439.25 feet to a point in Cahaba Valley Creek, said point being the point of beginning; thence 36°50' to the left in a Northwesternly direction along the center of Cahaba Valley Creek a distance of 112.70 feet to a point; thence 15°54' to the right in a Northwesternly direction along the center of Cahaba Valley Creek a distance of 195.30 feet to a point; thence 27°30' to the right in a Northwesternly direction along the center of Cahaba Valley Creek a distance of 85.86 feet to a point; thence 37°11' to the right in a Northerly direction along the center of Cahaba Valley Creek a distance of 31.36 feet to a point; thence 69°36' to the left in a Northwesternly direction along the center of Cahaba Valley Creek a distance of 49.09 feet to a point; thence 120°05' to the right in a Northeasterly direction a distance of 2.24 feet to a point; thence 4°14' to the left in a Northeasterly direction a distance of 124.97 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 484.76 feet to the point of beginning.

Containing 3920.40 square feet or 0.9 acres.

STATE OF ALA. - DEPT. OF REVENUE
I CERTIFY THIS
INSTRUMENT WAS FILED

1985 JUL 18 AM 11:16

Thomas W. Anderson, Jr.
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$ 112.50
Deed Tax	
Mineral Tax	
Recording Fee	12.50
Index Fee	1.00
TOTAL	\$ 126.00