



all of which property is hereby warranted to belong to 1861 mortgage 0259  
in fee simple and is also warranted free from all incumbrance and against any adverse claims, except this mortgage.

RECORDED IN ABOVE

BOOK & PAGE NO.

FILED ON

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Together with, all and singular, the tenements, hereditaments and appurtenances and rents, issues and profits thereon. To have and to hold, the above granted premises unto mortgagee, its successors and assigns forever. Now, therefore, for the purpose of further securing the payment of all of said indebtedness debtor do hereby agree to pay and discharge, when due, all taxes and other charges against said property and all taxes or assessments of any and all kind when imposed legally upon said property, and if debtor fails to pay and discharge, when due, all such liens and charges and said taxes and assessments, then mortgagee may at its option pay the same, and all amounts so expended by mortgagee together with all sums expended by mortgagee in protection of security hereof, or enforcing any rights accruing hereunder, shall become a debt of debtor to mortgagee due forthwith, and shall be covered and secured by this mortgage and bear interest from date of payment by mortgagee.

Upon condition, however, that if debtor shall faithfully keep and perform each of the promises and agreements herein made and shall pay said note promptly at maturity respectively, and pay all other debts which debtor now owes or may incur to mortgagee before the principal debt has been paid, at maturity, then this conveyance to be null and void; but should default be made in the payment of any sum lawfully expended hereunder by mortgagee or should any debt hereby secured, remain unpaid, as and when the same matures, or should default be made in any other agreement contained in this instrument, then in any one of said events, mortgagee shall have the right then and at any time thereafter during any default hereunder to declare the whole of the indebtedness hereby secured to be immediately due and payable, and foreclose this mortgage, sell said property and execute title to the purchaser, selling same in parcels or as a whole as mortgagee may see fit. Sale hereunder shall be made in front of the Court House of the counties where the premises are located County, Alabama, at public outcry to the highest bidder for cash, after giving notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three successive weeks in some newspaper published in the counties where the premises are located County, Alabama or by proceedings in court, as mortgagee or assigns may elect.

granted

The proceeds of sale, whether such sale is made under power of sale herein given or by order of court, shall be applied as follows: First, all lawful costs and expenses of suit, foreclosure, sale and conveying, including such reasonable attorney's fees therefor and for collection of indebtedness hereby secured as may be incurred; Second, to the payment of any amounts that may have been expended by mortgagee in paying insurance, assessments, taxes and other incumbrances, with interest thereon; Third, to the payment of the principal indebtedness hereby secured, together with the then earned interest thereon; and Fourth, to the payment of all other lawful debts hereby secured, the balance, if any, to be turned over to mortgagee or assigns.

Mortgagee its successors or assigns, or any of them, may at any sale hereunder or at any sale made under order of decree of Court, bid for and purchase said property the same as a stranger to this instrument, and mortgagee or assigns or the attorney or auctioneer making the sale or any agent or representative of mortgagee or assigns is hereby authorized to execute title to the purchaser. Debtor do further agree to pay such reasonable attorney's fees as may be incurred by mortgagee, or its successors assigns, for the foreclosure of this mortgage, whether under the power of sale herein or by suit, all such fees to be a part of the debt hereby secured, whether incurred under the power of sale herein contained or in court proceedings.

Any mortgages or liens now held or owned by mortgagee on said property as security for any part of the debt hereby secured are reserved in full force for the payment of same in addition to this mortgage.

This mortgage shall also secure any renewal or renewals, extension or extensions of the debt or any unpaid portion of the same hereby secured, notwithstanding the same may, from time to time, be extended or evidenced by other notes given by debtor, its heirs or assigns and accepted by mortgagee, or assigns, and whether such renewals be secured by additional mortgage or security or not, so long as said notes evidence the same debt or any portion of the same hereby secured. It is further agreed that no defect or irregularity in any sale hereunder or in the notice of such sale shall in any way affect or impair such sale or notice, but to the contrary, all such defects and irregularities are hereby waived. It is further agreed that the taking of additional security shall not affect or impair this mortgage or its lien.

If default is made hereunder and said note or notes, principal or interest, or any one or more of them placed in the hands of any attorney for collection, the debtor agree to pay all such reasonable attorney's fees as may be incurred in the collection, whether same be made by suit, foreclosure, or otherwise, and such fees shall become a part of the debt hereby secured.

As against debts hereby secured debtor waive all rights of exemption as to personal property under the Constitution and Laws of Alabama and every other state.

Failure to pay any sum, debt, installment, or note secured hereby promptly when due shall, at the option of mortgagee, and upon written declaration of such default, render all sums, installments and notes then unpaid, whether due or not, due and payable forthwith and immediately and suit may be filed or foreclosure had as to the full amount and as to all sums secured by this mortgage.

It is further agreed by the parties hereto that debtor will, during the time this mortgage remains unsatisfied keep the buildings on said property insured in some standard insurance company against all damages by fire and extended coverage for the benefit of mortgagee as mortgagee's interest may appear, in the sum of not less than unpaid balance on note

Dollars, to be shown by a New York Standard Mortgage clause attached to said policies, which shall be delivered to mortgagee, and debtor will promptly pay all premiums becoming due on same. And it is further agreed that if debtor herein fails to pay said insurance premiums due on said policies, then mortgagee herein is hereby given the right to pay said premiums, and such sums so paid by mortgagee herein are to become an additional indebtedness secured by this mortgage, such insurance policies to be left with mortgagee, otherwise mortgagee may take out such insurance at the cost of undersigned and premiums therefor shall be debt secured hereby. Undersigned hereby covenant to defend the title and possession of the above property against all claims and demands of all persons whomsoever and further agree to pay all expenses incurred in defending or protecting, or attempting to protect or defend the possession or title to the property herein mortgaged, including all reasonable attorney's fees, and all such expenses and attorneys' fees are, and are to be, a part of the indebtedness hereby secured.

Mortgagor covenants and warrants with and to Mortgagee its successors and assigns that mortgagor is or are the owner or owners in fee simple of the property herein described, that said property is free from all mortgages, liens or other encumbrances, that mortgagor has the right to execute this mortgage and convey this property according to the terms of this mortgage, and that mortgagor will, in case of foreclosure, forever protect and de-

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SPANISH PRIME, INC. (EXHIBIT "A")

PARCEL ONE:

The Northwest 1/4 of the Northwest 1/4 of Section 18, Township 18 South, Range 7 West, situated in Jefferson County, Alabama. Mineral and mining rights excepted. Subject to those exceptions, restrictions, and limitations as set forth in that deed recorded in Vol. 256, Page 499, Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division.

PARCEL TWO:

All of that part of the Southwest 1/4 of the Southwest 1/4 lying South of the Black Warrior River in Section 7, Township 18 South, Range 7 West, in Jefferson County, Alabama. Mineral and mining rights excepted. Subject to those exceptions as set forth in that deed recorded in Vol. 279, Page 103 of said Probate Office. This being part of the property conveyed to Henry Grady Simpson, Jr. by Ida H. Simpson by deed dated August 15, 1968 and recorded in Real Book 92, Page 546, Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division.

PARCEL III:

The South Half of the NE 1/4; the West half of the SE 1/4; ten and one-half acres off the West side of the SE 1/4 of the SE 1/4, and ten and one-half acres off the West side of the NE 1/4 of the SE 1/4 in Section 10, Township 19 South, Range 6 West. Situated in Jefferson County, Alabama. (Bessemer Division)

PARCEL IV:

Commence at the NW corner of the SW 1/4, thence East 330 feet, more or less, to the point of beginning; thence East 650 feet, more or less; thence South 570 feet, more or less; thence West 650 feet, more or less, thence North 570 feet, more or less, back to the point of beginning. Situated, lying and being in the NW 1/4 of SW 1/4, Section 7, Township 22 South, Range 5 West, Bibb County, Alabama, and containing 8.5 acres, more or less.

PARCEL V:

The Southwest Quarter of the Southeast Quarter of Section 23, Township 22 North, Range 15 East, Chilton County, Alabama.

PARCEL VI:

Surface Rights only in and to the following:

The NW 1/4; that portion of the NE 1/4, the N 1/2 of the SW 1/4, the SE 1/4 of SW 1/4 and the NW 1/4 of SE 1/4 lying North of the Pleasant Ridge Road, all in Section 33:

The E 1/2 of NE 1/4, the SW 1/4 of NE 1/4, the NW 1/4 of SE 1/4 and that portion of the NE 1/4 of SE 1/4 lying North of Pleasant Ridge Road, all in Section 32:

The SE 1/4 of SE 1/4 and that portion of the NE 1/4 of SE 1/4 lying South of Peques Creek, all in Section 29:

That portion of the N 1/2 of the SW 1/4 lying South of Peques and Horn Creeks, all in Section 28:

All the above described property being in Township 19 South, Range 8 West, Tuscaloosa County, Alabama, and containing 609 acres, more or less, LESS AND EXCEPT that part of the above described property which lies in the NW 1/4 of SE 1/4 33-19-8 and the E 1/2 of SE 1/4 of NW 1/4 and SW 1/4 of NE 1/4 of 32-19-8.

SOURCE OF TITLE: Deed Book 918, Page 451

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W. HART M. COLLOM  
JUDGE PROBATE  
TUSCALOOSA, ALA.  
RECORDED IN ABOVE  
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CONTINUATION: SPANISH PRIME, INC. (EXHIBIT "B")

PARCEL VII:

Lots 5 and 7, according to Thomas Addition to Aldrich, as recorded in Map Book 3 Page 52 in Probate Office;

Also Lot 3, according to Thomas Addition to Aldrich, as recorded in Map Book 3 Page 52 in Probate Office, LESS AND EXCEPT that part sold to Judge P. Brackin, Jr. and Ann M. Brackin as recorded in Deed Book 279 Page 228 in Probate Office;

Also the following described real property:

Commence at the Southeast corner of Section 19, Township 22 South, Range 3 West, thence run North 57 degrees 45 minutes West a distance of 522.85 feet to an iron pipe at the point of beginning; thence run North 6 degrees 26 minutes East a distance of 107.15 feet; thence North 5 degrees 12 minutes East for a distance of 385.18 feet; thence run North 4 degrees 53 minutes East for a distance of 605.75 feet to an iron pipe thence run North 89 degrees 28 minutes West for a distance of 607.32 feet to an iron pipe; thence run North 4 degrees 53 minutes West for a distance of 986.20 feet to a point which is 250 feet South 4 degrees 53 minutes East from an iron pipe on the Southern right of way line of the Montevallo-Aldrich-Boothton road; thence run South 87 degrees 31 minutes West for a distance of 240 feet; thence run North 250 feet to a point on the South margin of the Montevallo-Aldrich-Boothton Road; thence run West along the South margin of said road to a point on the West boundary of the East 1/2 of SE 1/4 of said Section 19, Township 22 South, Range 3 West; thence run southward along the West boundary of said E 1/2 of SE 1/4 to a point 1402.60 feet from the Northwest corner of said E 1/2 of SE 1/4; thence run South 65 degrees 0 minutes East, a distance of 342.30 feet; thence run South 89 degrees 39 minutes East for 170 feet to an iron pipe; thence run South 26 degrees 6 minutes West for a distance of 91 feet; thence run South 15 degrees 14 minutes East for a distance of 146.52 feet; thence run South 26 degrees 28 minutes East for 158.17 feet; thence run South 30 degrees 43 minutes East for 97.98 feet; thence run South 38 degrees 7 minutes East 121.42 feet; thence run South 32 degrees 30 minutes East for a distance of 207.92 feet; thence run South 29 degrees 29 minutes East for a distance of 157.87 feet to an iron pipe; thence run North 69 degrees 02 minutes East for 11.03 feet to the point of beginning; situated in the E 1/2 of the SE 1/4 of said Section 19, Township 22 South, Range 3 West; LESS AND EXCEPT that portion conveyed to W. C. Tucker, as more particularly described in Real 11 Page 525 in Probate Office.

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W 1/4 of NW 1/4 of Section 20, Township 22 South, Range 3 West, thence run East along the North line of said Quarter-Quarter Section 330.69 feet to the South corner of W 1/2 of W 1/2 of NW 1/4 of NW 1/4 of Section 20; thence turn an angle of 92 deg. 07 min to left and run North along East line of W 1/2 of W 1/2 of NW 1/4 of NW 1/4 of Section 20 a distance of 969.57 feet to the South line of a lot known as and called the DeJarnett lot; thence turn an angle of 90 deg. 23 min. to right and run along South line of DeJarnett lot 275.37 feet to the West margin of the Tuscaloosa-Montevallo Road; thence turn an angle of 96 deg. 05 min. to the left, and run 353.33 feet to a point on the North line of Section 20, that is 572.37 feet East of the Northwest corner; thence turn an angle of 97 deg. 52 min. to the right and run along the North line of Section 20, a distance of 711.77 feet to a point on the West right of way line of Montevallo-Dogwood Highway, that is 42.62 feet West of the Northeast corner of NW 1/4 of NW 1/4 of Section 20; thence turn an angle of 87 deg. 52 min. to the right and run along the West right of way line of the Montevallo-Dogwood Highway a distance of 697.26 feet to right of way Marker P.T. Station 15+47.2; thence turn an angle of 2 deg. 46 min. to left, and run a distance of 162.80 feet to a point on the West right of way of the Montevallo-Dogwood Highway; thence turn an angle of 78 deg. 01 min. to the right and run a distance of 329.64 feet to a point on the Northeast margin of the Tuscaloosa-Montevallo Road; thence turn an angle of 117 deg. 31 min. to left and along the Northeast margin of the Tuscaloosa-Montevallo road 135.47 feet; thence turn an angle of 3 deg. 20 min. to the left and run along the Northeast margin of the Tuscaloosa Montevallo Road 364.46 feet to a point on East

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line of NW 1/4 of NW 1/4 of Section 20; thence turn an angle of 45 deg. 41 min. to the right and run along the East line of NW 1/4 of NW 1/4 of Section 20, a distance of 30 feet to the Southeast corner; thence continue South along the East line of the SW 1/4 of NW 1/4 of Section 20, a distance of 637.64 feet to the North right of way line of Montevallo-Aldrich Highway; thence turn an angle of 92 deg. 03 min. to the right and run along the arc of a curve (whose radius is 1961.96 ft Delta angle of 6 deg. 48 min. Tan distance is 116.56, Arc distance 232.85 feet) to the P. T. Station 37+90.3; thence turn an angle of 3 deg. 24 min. to the left and run a distance of 211.60 feet to the P. T. Station 40+01.9; thence turn an angle of 20 deg. 51 min. to the left and run along the Arc of a curve (whose radius is 756.79 feet, Delta Angle is 41 deg. 42 min., Tangent is 288.23 feet, Arc distance 550.79 ft.) to the P. T. Station 45+23.1, thence turn an angle of 20 deg 51 min. to the left and run a distance of 327.30 feet to Station 48+50.5; thence turn an angle of 9 deg. 55 min. to the right and run a distance of 162.90 feet to a point on the North right of way line of Montevallo-Aldrich Highway and the West line of Section 20; thence turn an angle of 122 deg. 58 min. to the right and run along the West line of said Section 20, a distance of 1196.44 feet to the Northwest corner of the SW 1/4 of the NW 1/4 and the point of beginning; being situated in the W 1/2 of the NW 1/4 of Section 20, Township 22 South, Range 3 West.

All being situated in Shelby County, Alabama.

PARCEL VIII:

The following described property situated in Shelby County, Alabama.

The NW 1/4 of NW 1/4, Section 24, Township 21 South, Range 5 West, situated in Shelby County, Alabama.

PARCEL IX:

The following described property situated in Bibb County, Alabama.

The W 1/2 of SE 1/4: S 1/2 of SW 1/4, Section 28, Township 21 South, Range 5 West, situated in Bibb County, Alabama.

The SW 1/4 of NW 1/4 and NW 1/4 of SW 1/4, Section 14, Township 21 South, Range 5 West, situated in Bibb County, Alabama.

The SW 1/4 of SE 1/4, Section 14, Township 21 South, Range 5 West, situated in Bibb County, Alabama.

The SE 1/4 of NW 1/4: SW 1/4 of NE 1/4: NW 1/4 of SE 1/4, Section 26, Township 21 South, Range 5 West, situated in Bibb County, Alabama.

The SW 1/4 of NE 1/4, Section 34, Township 21 South, Range 5 West, situated in Bibb County, Alabama.

FILED IN ABOVE BOOK & PAGE NUMBER  
JUL 31 PM 2  
JUDGE H. COLLUH  
PROSTATE

CONSIDERATIONS OF FILING -- Value

PARCELS	CONSIDERATION	COUNTY
1 & 2	\$ 68,965.52	Jefferson
(3)	\$105,172.41	Jefferson
(4)	\$ 2,873.56	Bibb
(5)	\$ 14,367.84	Chilton
(6)	\$158,045.97	Tuscaloosa
(7)	\$163,793.10	Shelby
(8)	\$ 14,367.82	Shelby County
(9)	\$172,413.78	Bibb County

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fend mortgagee, \_\_\_\_\_ and assigns, in the quiet and peaceful possession of the property herein conveyed and that mortgagor will forever protect and defend mortgagee, \_\_\_\_\_ and assigns, in the quiet and peaceable enjoyment of the rights hereby conveyed, against the lawful claims and demands of all persons whomsoever, and mortgagor especially agrees to protect and defend the title and rights hereby conveyed and to pay all costs and expenses which may be incurred by mortgagee, \_\_\_\_\_ and assigns in the protection or defense of said property or the title thereto, including attorney's fees and other legal expenses, all of which are hereby fully secured.

STATE OF ALA. JEFFERSON CO. BESSMER DIV. I CERTIFY THIS INSTRUMENT FILED ON

JUL 1 11 33 AM '86 REAL 609 PAGE 768

1050.00

W. HART M. COLLUM JUDGE OF PROBATE TUSCALOOSA, ALA.

'86 JUL 21 PM 2 14

ORDERED IN ABOVE BOOK & PAGE ABOVE FILED ON

-1361 0263

Witness hand and seal on this the 26TH day of June, 1986

Witnesses

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

Richard Anderson Sec. (L.S.) Bob Poe V. Pres. (L.S.) Mack H. Jenkins Pres. (L.S.)

Rec 15.00 Jud 1.00 16.00

1986 AUG 5 AM 10:02 TAX Paid in Jefferson Co. Thomas A. ... JUDGE OF PROBATE

STATE OF ALABAMA, JEFFERSON COUNTY.

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that MACK H. JENKINS, RICHARD G. ANDERSON, AND BOB POE

AS PRGS., SECRETARY-TREASURER, AND VICE-PRGS OF SPANISH PRIME, INC. whose name S 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 AS SUCH OFFICERS OF SAID CORPORATION, AS THE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 26TH day of JUNE, 1986 CASH 17.00

Notary Public in and for Jefferson County, Alabama

STATE OF ALABAMA, \_\_\_\_\_ COUNTY.

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

whose name \_\_\_\_\_ signed to the foregoing conveyance, and who \_\_\_\_\_ 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. And I do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ 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 and without fear, constraints, or threats on the part of the husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, Alabama

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