

This instrument was prepared by

(Name).....Susan Dominick Doughton.....166

(Address).....2121 Highland Avenue
Birmingham, Alabama 35205

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS (J) TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY of SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

CAMPBELL DEVELOPMENT COMPANY, INC.

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

JOHNSON-Rast & Hays, Inc. and Thomas M. Reed, Jr.

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

of Twelve Thousand Five Hundred ----- Dollars
(\$ 12,500.00), evidenced by one promissory note of even date herewith, and being
due and payable according to the terms thereof.

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,

CAMPBELL DEVELOPMENT COMPANY, INC.

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 1:

From the northeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28, Township 19 South, Range 2 West, run west along the north boundary line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28, Township 19 South, Range 2 West for 438.67 feet; thence turn an angle of 92° 17 $\frac{1}{2}$ ' to the left and run southerly 1023.24 feet to the point of beginning of the land herein described; thence continue southerly along the same line for 804.95 feet; thence turn an angle of 34° 18 $\frac{1}{2}$ ' to the left and run southeasterly for 703.08 feet; thence turn an angle of 10° 15 $\frac{1}{2}$ ' to the right and run southeasterly for 523.14 feet, more or less, to a point on the north right of way line of Cahaba Valley Road; thence turn an angle of 97° 55' to the left and run northeasterly along the north right of way line of the said Cahaba Valley Road for 217.49 feet; thence turn an angle of 82° 26" to the left and run northwesterly for 2020.0 feet, more or less, to the point of beginning; this land being a part of the W $\frac{1}{2}$ of Sec. 28, Tp. 19 So. Range 2 West, Shelby County, Alabama.

PARCEL 2:

From the northeast corner of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 28, Township 19 South, Range 2 West, run west along the north boundary line of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 28, Township 19 South, Range 2 West, for 483.67 feet; thence turn an angle of 92° 17 $\frac{1}{2}$ ' to the left and run southerly for 598.80 feet to the point of beginning of the land herein described; thence continue southerly along the same line for 424.44 feet; thence turn an angle of 24° 24' to the left and run southeasterly for 2020.0 feet, more or less, to a point on the north right of way line of Cahaba Valley Road; thence turn an angle of 97° 34' to the left and run northeasterly along the north right of way line of the said Cahaba Valley Road for 217.49 feet; thence turn an angle of 83° 22' to the left and run northwesterly for 2383.26 feet, more or less, to the point of beginning; this land being a part of the W $\frac{1}{2}$ of Sec. 28, Tp. 19 So. Range 2 West, Shelby County, Alabama.

This mortgage is second, junior and subordinate to that mortgage to Birmingham Federal Savings and Loan Association dated August 29, 1986 in the amount of \$190,000.

Dominick Doughton

Said property is warranted free from all incumbrances and against 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.

~~have been used to net xxxxxxxx signature xxxxxx and next file xxxxxxxxxxxxx day of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~

BY: [Signature] (SEAL)

President (SEAL)

(SEAL)

COUNTY:

I.

hereby certify that

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

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.

Given under my hand and official seal this

day of

19

Notary Public.

THE STATE of ALABAMA

JEFFERSON

COUNTY

I.

the undersigned

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

hereby certify that John T. Campbell

whose name as President

of CAMPBELL DEVELOPMENT COMPANY, 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 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

29th day of August

1986

Notary Public

Birmingham Federal Savings and
Loan Ass'n
511 South 20th Street
Birmingham, Alabama 35233
Return to:

Campbell Development company, Inc.

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015

JOHNSON-RAST & HAYS, INC.

MORTGAGE DEED

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

1986 SEP -3 AM 11: 15

JUDGE OF PEACE

1. Deed Tax \$ _____

2. Mtg. Tax 18.75

3. Recording Fee \$5.00

4. Indexing Fee 1.00

THIS FORM FROM

Lawyers Title Insurance Corporation

Title Guarantee Division

TITLE INSURANCE — ABSTRACTS

Birmingham, Alabama