

**MORTGAGE**

**STATE OF ALABAMA**  
**Jefferson COUNTY**

Know All Men By These Presents, That whereas the undersigned (hereinafter called Mortgagor)  
Donald N. Guthrie, D. Frank Davis Jr and Samuel R. Flowers has become  
justly indebted to JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BIRMINGHAM (hereinafter  
called Mortgagee), in the sum of Ninety Thousand Dollars and no cents  
(\$90,000.00) Dollars

evidenced by promissory note of even date herewith, payable to the order of the  
Mortgagee, with interest thereon from the date thereof according to the terms of the Note  
secured thereby; said principal and interest sum being payable according to the terms of  
said Note, and renewals and extensions thereof

and whereas the said Mortgagor is desirous of securing the prompt payment of said indebtedness with inter-  
est when the same falls due, NOW THEREFORE, IN CONSIDERATION of the said indebtedness, and to  
secure the prompt payment of the same at maturity, and also to secure all further or additional indebtedness  
from the undersigned to the holder of said note at any time before the payment of the debt hereby secured

the said Mortgagor does hereby grant, bargain, sell and convey unto said Mortgagee the following described  
real property situated in Shelby County, State of Alabama, to-wit:

SEE ATTACHED EXHIBIT "A"  
AND EXHIBIT "B"

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THIS INSTRUMENT PREPARED BY:

Gary S. Esco

said property is warranted free from all encumbrances and against any adverse claims.

*Stella Tipton*

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and 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 Donald N. Guthrie, D Frank Davis, Jr., Samuel R. Flowers

have hereunto set their signature & seal, this 31st day of December, 1986

*[Signature]* (SEAL)  
*[Signature]* (SEAL)  
*[Signature]* (SEAL)  
*[Signature]* (SEAL)

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THE STATE of Alabama

Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald N. Guthrie, D. Frank Davis Jr, Samuel R. Flowers

whose names are assigned 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

day of , 19  
*[Signature]* Notary Public.

THE STATE of

COUNTY

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

I, 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  
*[Signature]* Notary Public

MORTGAGE DEED

TO

Return to:

Exhibit "A"

Guthrie, Davis and Flowers  
to  
Jefferson Federal Savings and Loan  
December 31, 1986

Parcel I:

Commence at the Southwest Corner of said Section 24; thence easterly along the south line of said Section a distance of 974.97 feet to the intersection of said South Section line and the easterly right-of-way of U.S. Highway 31, thence 106 degrees 54 minutes 35 seconds left and along and with said easterly right-of-way a distance of 863.29 feet to an iron pin found; thence 88 degrees 24 minutes 33 seconds left and along and with said easterly right-of-way a distance of 10.42 feet to the point of beginning; thence 88 degrees 24 minutes 33 seconds right and along and with said easterly right-of-way a distance of 49.88 feet to the point of curvature of a curve to the right, said curve having a radius of 1,118.67 feet and a central angle of 5 degrees 12 minutes 33 seconds, thence along the arc of said curve and easterly right-of-way a distance of 108.99 feet; thence 77 degrees 49 minutes 22 seconds right from the tangent to the preceding curve and leaving the easterly right-of-way of U.S. Highway 31 a distance of 361.50 feet; thence 73 degrees 84 minutes 17 seconds right a distance of 158.00 feet; thence 186 degrees 84 minutes 17 seconds right a distance of 158.00 feet; thence 186 degrees 47 minutes 30 seconds right a distance of 364.78 feet to the point of beginning.

Less and except the following:

Commence at the Southwest corner of said Section 24; thence easterly along the south line of said section a distance of 974.97 feet to the intersection of said South section line and the easterly right-of-way of U.S. Highway 31, thence 106 degrees 54 minutes 35 seconds left and along and with said easterly right-of-way a distance of 863.29 feet to an iron pin found; thence 00 degrees 24 minutes 33 seconds left and along and with said easterly right-of-way a distance of 10.62 feet to the point of beginning.

Thence 00 degrees 24 minutes 33 seconds right and along and with said easterly right-of-way a distance of 49.00 feet to the point of curvature of a curve to the right, said curve having a radius of 1,110.67 feet and a central angle of 2 degrees 38 minutes 24 seconds, thence along the arc of said curve and easterly right-of-way a distance of 51.18 feet; thence 104 degrees 36 minutes 36 seconds right from the tangent to the preceding curve and leaving the easterly right-of-way of U.S. Highway 31 a distance of 103.58 feet; thence 90 degrees 00 minutes 00 seconds right a distance of 96.00 feet; thence 90 degrees 00 minutes 00 seconds right a distance of 75.00 feet to the point of beginning;

Parcel II

Commence at the Southwest corner of said Section 24; thence easterly along the South line of said Section a distance of 974.92 feet to the intersection of said South Section line and the easterly right-of-way of U.S. Highway 31, thence 104 degrees 54 minutes 35 seconds left and along and with said easterly right-of-way a distance of 863.29 feet to an iron pin found and the point of beginning; thence 80 degrees 24 minutes 33 seconds left and along and with said easterly right-of-way a distance of 10.62 feet; thence 107 degrees 15 minutes 00 seconds right and having said easterly right-of-way a distance of 364.78 feet; thence 73 degrees 12 minutes 20 seconds right a distance of 10.57 feet; thence 106 degrees 47 minutes 30 seconds right a distance of 364.61 feet to the point of beginning.

Less and except the following:

Commence at the Southwest corner of said Section 24; thence easterly along the South line of said Section a distance of 974.97 feet to the intersection of said South Section line and the easterly right-of-way of U.S. Highway 31, thence 106 degrees 54 minutes 35 seconds left and along and with said easterly right-of-way a distance of 863.29 feet to a iron pin found and the point of beginning;

thence 00 degrees 24 minutes 33 seconds left and long and with said easterly right-of-way a distance of 10.62 feet; thence 107 degrees 15 minutes 00 seconds right and leaving said easterly right-of-way a distance of 75.00 feet; thence 90 degrees 00 minutes 00 seconds right a distance of 00.12 feet; thence 90 degrees 00 minutes 00 seconds right a distance of 71.78 feet to the point of beginning;

Exhibit "B"

Guthrie, Davis and Flowers  
to  
Jefferson Federal Savings and Loan  
December 31, 1986

*DWG*  
*[Signature]*  
*JR*

PARCELS I AND II SUBJECT TO:

1. Title to all mineral and mining rights and other rights, privileges and immunities relating thereto as recorded in Volume 43, Page 199, in the Probate Office of Shelby County, Alabama.
2. Right of Way to Shelby County as recorded in Volume 112, Page 163, and Volume 167, Page 4 in the Probate Office of Shelby County, Alabama.
3. Right of Way to Alabama Power Company as recorded in Volume 113, Page 386 and Volume 170, Page 228, in the Probate Office of Shelby County, Alabama.

Subject to:

Easement of ingress and egress and utilities to K & S Properties, a General Partnership, dated December 31, 1986 and recorded in Book 108, Page 300, Office of the Judge of Probate, Shelby County, Alabama.

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

1987 JAN -5 PM 4:10

*Thomas G. [Signature]*  
JUDGE OF PROBATE

1. Don't Tax	_____
2. Mtg. Tax	<u>135.00</u>
3. Recording Fee	<u>10.00</u>
4. Indexing Fee	<u>2.00</u>
TOTAL	<u>147.00</u>