

STATE OF ALABAMA }
Bibb COUNTY }

Know all men by these presents: That whereas, the undersigned,

Dogwood Forest Joint Venture, An Alabama General Partnership (herein called debtor) is

justly indebted to The Peoples Bank of Alabama, _____
a corporation (herein called mortgagee) in the sum of **ONE HUNDRED THIRTY EIGHT THOUSAND SEVEN HUNDRED TWO AND 10/100-----** DOLLARS

for money loaned, receipt of which sum is hereby acknowledged, which sum bears interest from _____ date
prime as per Southtrust Bank of Birmingham, Alabama as scheduled below
at _____ per cent per annum, interest payable _____, said

principal and interest being evidenced by waive promissory note _____ of debtor _____, due and payable at _____
The Peoples Bank of Alabama _____ as follows:

This mortgage is due and payable on December 20, 1987. Interest is to be paid monthly beginning January 20, 1987 and continuing on the same day of each month thereafter, until demanded when the balance of principal and interest will be due.

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And whereas, it was agreed at the time said debt was incurred that said note _____ should be given and secured in prompt payment at maturity respectively by this instrument, now, therefore, in consideration of the premises and one dollar paid to the undersigned on the delivery of this instrument, and in further consideration of said indebtedness, and in order to secure the prompt payment of the same, as it respectively matures and the prompt payment of any and all other debts debtor _____ may now owe or hereafter owe mortgagee before the principal debt has been paid, and to secure the faithful performance of all promises and agreements herein made, Dogwood Forest Joint Venture, An Alabama

General Partnership (herein called mortgagor),

do _____ hereby grant, bargain, sell and convey to The Peoples Bank of Alabama, a corporation, (herein called mortgagee) its successors _____ and assigns, the following described real estate in

Shelby County, Alabama to-wit:
The Southeast quarter of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY: A part of the S 1/2 of the SE 1/4 of Section 13, Township 21 South, Range 3 West, described as follows: Commence at the SW corner of the S 1/2 of said SE 1/4 said point being the point of beginning; thence run Northwardly along the West line thereof for a distance of 970.0 feet; thence turn angle to the right of 131 degrees 30 minutes for distance of 480.0 feet; thence turn an angle to the left of 16 degrees 30 minutes for a distance of 330.0 feet; thence turn an angle to the left of 43 degrees 20 minutes for a distance of 640.0 feet ; thence turn an angle to the right of 90 degrees for a distance of 510.0 feet; thence turn an angle to the left of 90 degrees for a distance of 170.0 feet; thence turn an angle to the right of 78 degrees for a distance of 457.91 feet to the South line of said S 1/2; thence turn an angle to the right of 123 degrees 51 minutes 31 seconds and run Westwardly along said South line for a distance of 1822.58 feet to the point of beginning. Mineral and mining rights excepted.

OUR SECURITY INTEREST ALSO INCLUDES, BUT IS NOT LIMITED TO, ALL MERCHANTABLE TIMBER AND APPURTENANCES LOCATED THEREON.

THIS IS A PURCHASE MONEY MORTGAGE.

THE TRUE CONSIDERATION OF THIS MORTGAGE IS \$138,552.20.

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

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 liens 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 fail 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 Shelby 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 Shelby County, Alabama or by proceedings in court, as mortgagee or assigns may elect.

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 mortgagors 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 es 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 s 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-

lend mortgagee, its successors and assigns, in the quiet and peaceful possession of the property its successors herein conveyed and that mortgagor will forever protect and defend mortgagee, its successors 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, its successors 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. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 JAN -7 PM 6:22

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax \$ _____
2. Mtg. Tax 20805
3. Recording Fee 750
4. Indexing Fee 100
TOTAL 21655

Witness my hand and seal on this the 20th day of December, 19 86

Witnesses

Dogwood Forest Joint Venture, An Alabama General Partnership
by: David F. Byers (L. S.)
by: John D. Baird (L. S.)
(L. S.)
(L. S.)

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STATE OF ALABAMA, _____ COUNTY.

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that David F. Byers and John D. Baird, joint partners for Dogwood Forest Joint Venture, An Alabama General Partnership

whose names are 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.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 20th day of December, 19 86

Carol Sue Swenson
Notary Public in and for State of Alabama
County, Alabama

STATE OF ALABAMA, State of charge COUNTY.

I, Carol Sue Swenson, a Notary Public in and for said County and State, do hereby certify that John D. Baird and David F. Byers whose names are 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. And I do hereby certify that on the 20th day of December, 19 86, came before me the within named parties

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 20th day of December, 19 86

Carol Sue Swenson
Notary Public in and for State of Alabama
County, Alabama