(Check box if applicable) That this mortgage is a construction mortgage which secures an obligation incurred for the acquisition costs of the mortgaged property and/or the construction of an improvement on such property. Mortgagors will comply with the terms of any construction loan agreement made with Mortgagee with regard to such improvements.

Log 1458				5608-H			
REAL ESTATE M	IORTGAGE	E AND SECURI	TY AGREEMENT	STC24922-7/8			
Mortgagors (last name CHARLTON, ST		•		Mortgagee: Southtrust Bank of Alabama			
CHARLTON, PH	YLLIS K	•		National Association			
1801 CHANOAM	ONT CIRC	CLE		P.O. Box 2554			
PELHAM	Mailing Address AL	35124		Birmingham, AL 35290			
City THE STATE OF AI	Sinte .ABAMA	2 fp	: : :	This instrument was prepared by: Charles Anderson - HMS			
		e e e e e e e e e e e e e e e e e e e	.) :	P.O. Box 2233			
Jefferson		County		Birmingham, AL 35201			

KNOW ALL MEN BY THESE PRESENTS: That whereas

STEPHEN L. CHARLTON and his WIFE PHYLLIS K. CHARLTON and Aarrow Equipment Company, Inc.

have become justly indebted to	Southtrust	Bank	of	Alabama,	National	Association	
with offices inBirminghamhereinafter called "Mortgagee") in and Interest as provided		,	Alab	ama, (togeth	er with its su	ccessors and assign	ns.
together with interest thereon, as ev					D AND 00/100 s (\$ 140,000.0 ewith.	0)	

The promissory note is an Adjustable Rate Note. The rate of interest under the note may increase or decrease based on movements of an index rate described in the Note. A copy of which is attached hereto as exhibit A.

17 PAGE 78, NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned

STEPHEN L. CHARLTON and his WIFE PHYLLIS K. CHARLTON

(whether one or more, hereinafter called "Mortgagors") do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in SHELBY ____County, State of Alabama, viz:

SEE ATTACHED SHEET FOR LEGAL DESCRIPTION OF PROPERTY.

NOTE: ALL PAPERS TO BE FILED FOR RECORD IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

STB IS TAKING OUT A FIRST MORTGAGE ON PARCEL #1.

STB IS TAKING OUT A SECOND MORTGAGE ON PARCEL # 2.

Land Title

開始開発を指する。 はままり はままり かいま かいかい かいかい かいかい かいかい かいりょうかん かいりゅうかい かいりょう

thereunto belonging or in anywise appertaining, including any after-acquired fitle and easements and all rights, title and interest now or hereafter owned by the pregagors in and to all buildings and improvements, storm the screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking appearatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

PAGE

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagors, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes, without limitation, all lumber, bricks, building stones, building blocks, sand, cement, roofing materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagors warrant, covenant and agree with Mortgagee, its successors and assigns, as follows:

- 1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
- 2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, or should Mortgagors default in the performance of any covenant under this mortgage (whether or not Mortgagors have defaulted in the payment of such taxes, assessments, liens, or mortgages), Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligations (but Mortgagee is not obligated to do to).
 - 3. That they will keep the buildings and other improvements, on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a standard mortgagee's clause providing at least 10 days notice to Mortgagee of cancellation of such insurance, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagors or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagors and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagors any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the improvements on the mortgaged property, at Mortgagee's election. No crediting of insurance proceeds to the secured indebtedness and no application of the insurance proceeds to repairing or reconstructing improvements on the mortgaged property shall, extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.
 - 4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagors will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the ground rents, if any, next due on the mortgaged property, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefor, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceeding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagors each month or other payment period in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) ground rents, taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the principal sum of the indebtedness hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefor, Mortgagors shall without demand forthwith make good the deficiency. Failure by Mortgagors to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Mortgagee after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.
 - 5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste theron or therof, and that they will keep the same repaired and at all times will maintain the same in as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagors fail to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.
 - 6. That all amounts expended by Mortgagee for insurance or for the payments of taxes or assessments or to discharge liens or mortgages, on the mortgaged property or other obligations of Mortgagors or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the rate of 8% per annum from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.
 - 7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagors that no terms or conditions contained in this mortgage can be waived, altered or changed except by writing signed by Mortgagee.
 - 8. That those Mortgagors who are obligated to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the note or notes described above, any renewals or extensions thereof, and any other notes or obligations of such Mortgagors to Mortgagee, whether now or hereafter incurred.
 - 9. That if default shall be made in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions of this mortgage, Mortgagee may proceed to collect the rent, income and profits from the mortgaged property, either with or without the appearance of a receiver (to which appointment Mortgage by consent), and Mortgagee may notify the other payors thereof to make payment directly to Mortgagee. Any rents, income and profits collected by Mortgagee priors to foreclosing our mortgage.

Hard to the control of the control or conditions are this mortgage. Mortgagee may proceed to collect the error, income and profits from the mortgaged per beither with or without the appearance of a receiver (to which appointment Mort) reby consent), and Mortgagee may notify the consent other payors thereof hake payment directly to Mortgagee. Any rents, income and profits collected by Mortgagee prior to foreclosure of this cortgage, less the costs of collecting the same, including any real estate or property management commissions and attorney's fees incurred, shall be credited first to advances made by Mortgagee and the interest thereon, then to interest due on the indebtedness hereby secured, and the remainder, if any, shall be applied toward the payment of the principal sum of the indebtedness hereby secured.

10. That (a) if possession of the mortgaged property is allowed to remain in any other person or entity to the exclusion of Mortgagors for a period of one year or more, or (b) if all or any part of the mortgaged property or any interest therein is sold, assigned, transferred or conveyed by Mortgagors, or any of them, without Mortgagee's prior written consent, excluding only (i) the creation of a lien or encumbrance expressly subordinate to this mortgage, (ii) the creation of a purchase money security interest for household appliances, (iii) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (iv) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase, (c) if any Mortgagor is a corporation, and any owner of 5% or more of the voting stock of such corporation sells or otherwise transfers 5% or more of the voting stock of such corporation to any other person or entity, (d) if any Mortgagor is a general partnership, and any partner thereof dies or withdraws from the partnership, or the partnership is dissolved, or (e) if any Mortgagor is a limited partnership, and any general partner thereof dies, withdraws, or is replaced by the limited partners, then in any such event Mortgagee may, at Mortgagee's option, declare all indebtedness secured by this mortgage to be due and payable immediately with or without notice to Mortgagors. Mortgagee may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage or to adjust the payment schedule of all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption see. Upon breach by Mortgagors, or any of them, of the convenants herein contained, Mortgagee may, at its election, proceed to foreclose this mortgage as hereinafter provided or as provided by law.

11. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee. The provisions of this mortgage and the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. Time is of the essence with respect to every covenant contained in this mortgage. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay and discharge all the indebtedness hereby secured (including extensions and renewals of the original indebtedness and all future advances) as the same shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void; but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this mortgage, or should the interest of Mortgagee in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or should a petition to condemn any part of the mortgaged property. be filed by any authority, person or entity having power of eminent domain, or should any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this mortgage, or should at any time any of the covenants contained in this mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or should Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagors, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property and after or without taking such possession to sell the same before the Court House door of the County (or the division thereof) where said property, or any substantial part of said property, is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County; and upon the payment of the purchase price. Mortgagee or the auctioneer at said sale is authorized to execute to the purchaser for and in the name of Mortgagors a good and sufficient deed to the property sold. And upon the occurrence of any such event, Mortgagee shall have the rights and remedies of a secured party after default by its debtor under the Alabama Uniform Commercial Code, including, without limitation, the right to take possession of any of the property herein transferred which is personal property and to sell the same at one or more public or private sales, at the election of Mortgagee. At Mortgagee's request, Mortgagors agree to assemble such property and to make the same available to Mortgagee at such place as Mortgagee shall reasonably designate. Mortgagors agree that notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of said property, or of any part thereof, will be held shall be sufficient if delivered to Mortgagors or mailed to Mortgagors at the address set forth above or such other address as Mortgagors shall have furnished to Mortgagee in writing for that purpose, not less than five days before the date of such sale or other intended disposition of said property. Mortgagee shall apply the proceeds of said sale or sales under this mortgage as follows: First, to the expenses of advertising, selling and conveying, including a reasonable attorneys' fee (including attorneys' fees incurred by Mortgagee in connection with any proceeding seeking to enjoin the foreclosure of this mortgage or otherwise challenging the right of Mortgagee to foreclose this mortgage); second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes, assessments, and other liens and mortgages, and in making repairs, with interest thereon; third, to the payment of the indebtedness hereby secured and interest thereon in such order as Mortgagee may elect, whether such debts shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagors or to whomsoever then appears of record to be the owner of Mortgagors' interest in said property. Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder. Mortgagors hereby waive any requirement that the mortgaged property be sold in separate tracts and agree that Mortgagee may, at its option, sell said property en masse regardless of the number of parcels hereby conveyed.

IN WITNESS WHEREOF each of the undersioned

7 FEBUARY : 87	States of Section (SEA
	STEPHEN L CHARLTON
•	PHYLLIS K. CHARLTON
	State Muitten (SEA
	Stephen L. Charlton, President Charlie K. Charlton (SEA
	Phyllis K. Charlton, Secretary
TEST:	
Its	Ву
(Corporate Seal)	
	Its
reby certify that the amount of indebtedness presently incurred	is \$
	L'Elame Wellison
	Authorized Signer for Mortgagee

E STATE OF ALAB	AMA,	•			INI	DIVIDUAL A	CKNOWLE	DGMENT
<u>lefferson</u>	COUNTY							
1, the undersigned	d, a Notary Public i	in and for said Count	y, in said Sta	te, hereby o	rtify that	-		
TEPHEN L.	CHARLTON ar	nd his WIFE	PHYLLIS	K. CH.	ARLTON			
Mana Sile	signed to t	he foregoing conveys	ince and who	-are	_known to me	, acknowled;	ged before me	on this day
, being informed of	the contents of the	conveyance, hav	7e	executed the	ne same volun	tarily on the	day the same	bears date.
Given under my	hand and official s	scal this <u>17</u> day	of FEBU	ARY	<u></u>			19_87
· .			•		Lau	otto?	ag C	1.198
	(Notarial Scal)				TIV	Commission	Expression Notary	Públic
E CTATE OF ALAI	DAMA	••						
E STATE OF ALAI					IN	DIVIDUAL	ACKNOWL	EDGMENT
efferson	COUNTY							
I, the undersigne	ed, a Notary Public	in and for said Coun	ity, in said St	ate, hereby o	ærtify that			
Stephen L. C	harlton and l	<u>his Wife Phyll</u>	is K. Ch	arlton_			<u> </u>	
ose names) are	signed to	the foregoing convey	ance and who	are	_known to m	ė, acknowied	iged before m	e on this day
	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	e conveyance, hav	re		the same volu	ntarily on the	e day the sam	e bears date.
						-	•	. 19_87
Cineugischebis.	y Mand and official	seal, this 17 day	or repru	a <u>ry</u>	10/	1.4	X/u.	Phase
man de la	(Notarial Scal)	;			CAUCA AN	Commission	Expiration	y 26 61888
				<u>-</u>	-	 - -		
HE STATE OF ALA	ABAMA,				c	ORPORATI	EACKNOWI	EDGMENT
Jefferson	COUNTY	n and for said County	, in said State	, hereby cer		ORPORATE	EACKNOWI	EDGMENT
Jefferson I, the undersigned	COUNTY	n and for said County					EACKNOWI	
I the undersigned	COUNTY d, a Notary Public i	<u>vllis K. Char</u>			tify that whose name	as	<u> </u>	Presiden Secre
I the undersigned Stephen L. Cha	COUNTY d, a Notary Public is arlton and Pr FOUTPMENT CY	MPANY, INC.	lton	on this da	tify that whose name	as	ation, is signed	Presiden Secre d to the fore
I, the undersigned Stephen L. Cha the AARROW oing conveyance, an eyance, SHEhe, as s	COUNTY d, a Notary Public is arlton and Pr FOUTPMENT Co nd who is known such officer and wi	MPANY, INC. to me, acknowledge ith full authority, exception	d before me	on this da	whose name y that, being rily for and a	as	ation, is signed	President Secreted to the forest of the con
I, the undersigned Stephen L. Cha the AARROW oing conveyance, an eyance, SHEhe, as s	COUNTY d, a Notary Public is arlton and Pr FOUTPMENT CY	MPANY, INC. to me, acknowledge ith full authority, exception	d before me	on this da	whose name y that, being rily for and a	as	ation, is signed	Presiden Secrei
I, the undersigned Stephen L. Cha the AARROW oing conveyance, an eyance, SHEhe, as s	COUNTY d, a Notary Public is arlton and Pr FOUTPMENT Co nd who is known such officer and wi	MPANY, INC. to me, acknowledge ith full authority, exception	d before me	on this da	whose name y that, being rily for and a	as a corpor informed of the act of	ation, is signed the content said corporat	President Secret of the foreston.
I, the undersigned Stephen L. Cha the AARROW oing conveyance, an eyance, SHEhe, as s	COUNTY d, a Notary Public is arlton and Pr FOUTPMENT Co nd who is known such officer and wi	MPANY, TNC. to me, acknowledge ith full authority, except the seal, this 17	d before me	on this da	whose name y that, being	as a corpor informed of the act of	ation, is signed the content said corporat	President Secret of the foreston.
I, the undersigned Stephen L. Cha the AARROW oing conveyance, an eyance, SHEhe, as s	COUNTY d, a Notary Public is arlton and Pi FOUTPMENT Co nd who is known such officer and with ny hand and officia	MPANY, TNC. to me, acknowledge ith full authority, except the seal, this 17	d before me	on this da	whose name y that, being	as a corpor informed of the act of	ation, is signed the content said corporat	President Secret of the foreston.
I, the undersigned Stephen L. Cha the AARROW oing conveyance, an eyance, SHEhe, as s	COUNTY d, a Notary Public is arlton and Pi FOUTPMENT Co nd who is known such officer and with ny hand and officia	MPANY, TNC. to me, acknowledge ith full authority, except the seal, this 17	d before me	on this da	whose name y that, being	informed of the act of	ation, is signed the content said corporate Nights	President Secret of the contion. 19 87 Ty Public April 11, 198
I, the undersigned Stephen L. Cha the AARROW oing conveyance, an eyance, SHEhe, as s	COUNTY d, a Notary Public is arlton and Pi FOUTPMENT Co nd who is known such officer and with ny hand and officia	MPANY, TNC. to me, acknowledge ith full authority, except the seal, this 17	d before me	on this da me volunta day of Fe	whose name y that, being rily for and a coruary	informed of the act of	ation, is signed the content said corporate Nights	President Secret of the forest on the contion. 19 87 Ty Public April 11, 198
I, the undersigned Stephen L. Cha the AARROW oing conveyance, an eyance, SHEhe, as s	COUNTY d, a Notary Public is arlton and Pi FOUTPMENT Co nd who is known such officer and with ny hand and officia	MPANY, TNC. to me, acknowledge ith full authority, except the seal, this 17	d before me	on this da me volunta day of Fe	whose name y that, being rily for and a coruary	informed of the act of	ation, is signed the content said corporate side said corporate sa	President Secret of the contion. 19 87 Ty Public April 11, 198
I, the undersigned Stephen L. Char the AARROW oing conveyance, and eyance, SHEhe, as a Given under n	COUNTY d, a Notary Public is arlton and Pi FOUTPMENT Co nd who is known such officer and with ny hand and officia	MPANY, INC. to me, acknowledge ith full authority, excels a seal, this 17	d before me	on this da me volunta day of Fe	whose name y that, being rily for and a coruary	informed of the act of	ation, is signed the content said corporate sign Expires	President Secret of the contion. 19 87 Ty Public April 11, 198
I, the undersigned Stephen L. Char the AARROW oing conveyance, and eyance, SHEhe, as a Given under n	COUNTY d, a Notary Public is arlton and Pi FOUTPMENT Co nd who is known such officer and with ny hand and officia	MPANY, INC. to me, acknowledge ith full authority, except the seal, this 17	d before me ecuted the sa	on this da me volunta day of Fe	whose name y that, being rily for and a coruary	as a corpor informed of the act of	ation, is signed the content said corporate sign Expires	President Secret of the contion. 19 87 Ty Public April 11, 198
I, the undersigned Stephen L. Char the AARROW oing conveyance, and eyance, SHEhe, as a Given under n	COUNTY d, a Notary Public is arlton and Pi FOUTPMENT Co nd who is known such officer and with ny hand and officia	MPANY, INC. to me, acknowledge ith full authority, except the seal, this 17	d before me ecuted the sa	on this da me volunta day of Fe	whose name y that, being rily for and a coruary	My and duly record in the act of Mortgages, at page	ation, is signed the content said corporate sion Expires	President Secret of the contion. 19 87 Ty Public April 11, 198
I, the undersigned Stephen L. Char the AARROW oing conveyance, and eyance, SHEhe, as a Given under n	COUNTY d, a Notary Public is arlton and Pi FOUTPMENT Co nd who is known such officer and with ny hand and officia	MPANY, INC. to me, acknowledge ith full authority, except the seal, this 17	d before me ecuted the sa	on this da me volunta day of Fe	whose name y that, being rily for and a coruary	My and duly record in the act of Mortgages, at page	ation, is signed the content said corporate sign Expires	President Secret of the contion. 19 87 Ty Public April 11, 198
I, the undersigned the L. Charles oing conveyance, as seven under note that the conveyance of the conv	COUNTY d, a Notary Public is arlton and Pi FOUTPMENT Co nd who is known such officer and with ny hand and officia	ALESTATE ORTGAGE ORTGA	d before me ecuted the sa	on this da me volunta day of Fe	whose name y that, being rily for and a coruary	informed of the act of	ation, is signed the content said corporate sion Expires	President Secret of the forest of the contion. 19 87 Ty Public April 11, 198
I, the undersigned Stephen L. Char the AARROW oing conveyance, and eyance, SHEhe, as a Given under n	COUNTY d, a Notary Public is arlton and Pi FOUTPMENT Co nd who is known such officer and with ny hand and officia	NETATE THE SECULAR SECULAR SECULAR SEED TO SECULAR SECULAR SEED TO SECULAR SEC	d before me ecuted the sa	of the Judge of Probate. Office of the Judge of Probate. Office of the Judge of Probate.	whose name y that, being rily for and a coruary	My and duly record in the act of Mortgages, at page	ation, is signed the content said corporate sion Expires	President Secret of the forest of the contion. 19 87 Ty Public April 11, 198
I, the undersigned Stephen L. Char the AARROW oing conveyance, and eyance, SHEhe, as a Given under n	COUNTY d, a Notary Public is arlton and Pi FOUTPMENT Co nd who is known such officer and with ny hand and officia	MORTGAGE MORTGAGE MORTGAGE Ith full authority, exclusive seal, this AGREEMENT AGREEMENT	d before me ecuted the sa	of the Judge of Probate. Office of the Judge of Probate. Office of the Judge of Probate.	whose name y that, being rily for and a coruary	o'clock M, and duly record in the act of Mortgages, at page	ation, is signed the content said corporate sion Expires	President Secret of the forest of the contion. 19 87 Ty Public April 11, 198

m - 🚜 -

Part of the West 1/2 of NW 1/4 of Section 24, Township 20 South, Range 3 West, PARCEL I: Shelby County, Alabama, lying between the right of way of the Atlantic Coast Line Railroad and the Louisville and Nashville Railroad, being more particularly described as follows: From a point in the West Half of NW 1/4 being 1,220.3 feet South of and 303.2 feet East of the Northwest corner of said Section run thence South 70 degrees 48 minutes West for a distance of 177.2 feet more or less, to the East right of way line of the Louisville and Nashville Railroad; run thence South 17 degrees 59 minutes East along the East right of way line of said Louisville and Nashville Railroad Company for a distance of 100.00 feet; run thence South 12 degrees 57 minutes East along the East right of way line of said Louisville and Nashville Railroad for a distance of 106.00 feet, more or less, to an existing iron pin; thence continue along said East right of way line for a distance of 50.00 feet to a point approximately 0.8 feet North of an existing chain link fence being point "A"; thence turn an angle to the left of 92 degrees 58 minutes, more or less, and run in an Easterly direction along a line 0.8 feet North of and parallel to an existing chain link fence and its extension thereof for a distance of 287 feet, more or less, to a point of intersection with the West right of way line of the Atlantic Coast Line Railroad being the point of beginning; thence turn an angle to the right of 180 degrees and run West along last mentioned course for a distance of 287 feet, more or less, to aforementioned point "A"; thence turn an angle to the right and run in a Northerly direction along the East right of way line of the Louisville and Nashville Railroad for a distance of 50.00 feet to an existing iron pin; thence North 12 degrees 57 minutes West along the East right of way line of said Louisville and Nashville Railroad for a distance of 106.00 feet; thence North 17 degrees 59 minutes West along said East right of way line for a distance of 142.57 feet; thence turn an angle to the right and run in an Easterly direction for a distance of 178 feet, more or less, to a point on the West right of way line of Atlantic Coast Line Railroad that is 299.74 feet from the point of beginning; thence turn an angle to the right and run in a Southeasterly direction along the West right of way line of Atlantic Coast Line Railroad for a distance of 299.74 feet to the point of beginning.

Situated in Shelby County, Alabama.

일 Lot 49, 1st Sector of Chandalar South, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 5, Page 106. PARCEL II:

Situated in Shelby County, Alahama. SHELBY CO. STATE OF ALL THIS

I CERTIFY THIS INSTRUMENT WAS FILED

1987 MAR -4 AM 9: 39

1. Dawi Tax

2. Mig. Tax 3. Recording Fee

4. Indexx2 fee

223.50 TOTAL

Form 100 Litho in U.S.A. 035-0-100-0040

į