

This instrument was prepared by

(Name) Ormond Somerville

(Address) 1700 First Alabama Bank Building, Birmingham, Alabama

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JADIE A. BROWN III, an unmarried man,

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

FIRST ALABAMA BANK (successor by change of name of Exchange Security Bank) OF BIRMINGHAM, ALABAMA, and MARY LEE GARRETT BROWN, as Trustees under Trust Agreement executed by Jadie A. Brown, Jr., dated December 22, 1970,

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

of One Hundred Thousand and no/100----- Dollars
(\$ 100,000.00), evidenced by his note of even date herewith payable with interest in sixty-six
monthly (66) installments as provided in said note.

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 Mortgagor~~s~~, JADIE A. BROWN III, an unmarried man,

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:

Part of the SW 1/4 of the SW 1/4 of Section 17, and the SE 1/4 of the SE 1/4 of Section 18, Township 21 South, Range 2 West, described as follows: Begin at the SW corner of Section 17, Township 21 South, Range 2 West and run Northerly along the West side of the said section for 303.69 feet to a point on the North right-of-way of Shelby County Road No. 87, this being the point of beginning. Then turn an angle of 63° 05' 16" to the right and run Northeasterly along the North right-of-way of said road for 802.38 feet, thence turn an angle of 56° 24' 49" to the left and run Northerly along the said right-of-way for 94.85 feet to a point on the West right-of-way of U.S. Highway No. 31, then turn an angle of 42° 35' 54" to the left and run Northwesterly along the said West right-of-way for 366.04 feet, then turn an angle of 85° 06' 05" to the left and run Southwesterly for 952.64 feet to a point on the East right-of-way of the L & N Railroad, then turn an angle of 82° 54' 32" to the left and run Southeasterly along the said railroad right-of-way for 372.71 feet to a point on the North right-of-way of Shelby County Road No. 87, then turn an angle of 92° 58' 39" to the left and run Northeasterly along the said right-of-way for 172.03 feet back to the point of beginning.

BOOK 149 PAGE 254

Trust Left
P.O. Box 10247
B'ham, AL 35202

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 Mortgagee 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 JADIE A. BROWN III, an unmarried man,

have hereunto set his signature and seal, this 4th day of August, 1987

Jadie A. Brown III
JADIE A. BROWN III

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State,
hereby certify that JADIE A. BROWN III, an unmarried man,

whose name 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 the conveyance he executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 4th day of August, 1987

Michael L. Dantrell Notary Public.

MY COMMISSION EXPIRES MARCH 17, 1991

THE STATE of
COUNTY

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

Notary Public

BOOK 149 PAGE 255

BLB
First Alabama Bank

Return to:
P. O. BOX 10247
BIRMINGHAM, ALA 35202

JADIE A. BROWN III, an
unmarried man

TO

FIRST ALABAMA BANK (successor by
change of name of Exchange Security
Bank) of Birmingham, Alabama, and MARY
LEE GARRETT BROWN, as Trustees under Trust
Agreement executed by Jadie A. Brown, Jr.
on December 22, 1970

MORTGAGE DEED

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

1987 SEP -2 PH 2:35

Thomas A. Shanderson, Jr.
JUDGE OF PROBATE

1. Real Tax \$

2. Mfg. Tax 150.00

3. Ad Valorem Tax 5.00

4. Indexing Fee 1.00

TOTAL

156.00

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama