

This instrument was prepared by

122

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(Address) 900 City Federal Building Birmingham, AL 35203

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Acton Partnership HWY 280 Property, an Alabama General Partnership comprised of Mark H. Acton, Jr., Donald M. Acton and Danny F. Acton

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

Joe A. Scotch, Jr. and Peggy P. Scotch Bailey as executors of the Estate of Joe A. Scotch, deceased

of Two Hundred Fifty Thousand Dollars (hereinafter called "Mortgagee", whether one or more), in the sum of (\$ 250,000.00 ), evidenced by one promisory note of even date Dollars

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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, Acton Partnership HWY 280 Property, an Alabama General Partnership comprised of Mark H. Acton, Jr., Donald M. Acton and Danny F. Acton

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:

SEE ATTACHED EXHIBIT "A"

Notwithstanding any other provisions contained in this mortgage, the Mortgagees herein, their heirs and assigns, specifically reserve the right to require the payment in full of this mortgage should the mortgagors sell or place title to any portion of the property described herein in another party or parties.

This is a purchase money mortgage.

Acton Partnership  
Att. Mark Land Elliott

any adverse claims, except as stated above

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 Acton Partnership HWY 280 Property, an Alabama General Partnership comprised of Mark H. Acton, Jr., Donald M. Acton and Danny F. Acton

have hereunto set their signatures and seal, this 1st day of February, 1988  
Acton Partnership HWY 280 Property, an Alabama General Partnership

BY: Danny F. Acton (SEAL)  
BY: Donald M. Acton (SEAL)  
BY: Mark H. Acton, Jr. (SEAL)

THE STATE of

COUNTY }

I,

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

hereby certify that

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

Shelby

COUNTY }

I, the undersigned

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

hereby certify that Mark H. Acton, Jr., Donald M. Acton and Danny F. Acton

whose name as Partners

of Acton Partnership HWY 280 Property, an Ala Gen Par

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, ~~XXX~~ as such ~~XXXX~~ and with full authority, executed the same voluntarily for and as the act of said corporation. they Partners

Given under my hand and official seal, this the 1st

day of February

, 1988

Notary Public

Return to:

TO

MORTGAGE DEED

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

Birmingham, Alabama

Commence at the Northeast corner of the SW 1/4 of SE 1/4 of Section 5, Township 19 South, Range 1 West, and run Southerly along the East line of said 1/4 1/4 Section a distance of 198.28 feet to the point of beginning; thence continue Southerly along the East line of said 1/4 1/4 Section a distance of 501.72 feet; thence turn an angle of 89 deg. 21 min. 15 sec. to the right and run Westerly a distance of 559.21 feet to the Easterly right of way line of U. S. Highway 280; thence turn an angle of 83 deg. 40 min. to the right and run along the Easterly right of way line of Highway 280 a distance of 504.77 feet; thence turn an angle of 96 deg. 20 min. to the right and run in an Easterly direction for 620.55 feet to the point of beginning; being situated in Shelby County, Alabama.

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

88 FEB -2 AM 9:41

*Thomas A. Snowdon, Jr.*  
JUDGE OF PROBATE

|                  |    |               |
|------------------|----|---------------|
| 1. Deed Tax      | \$ |               |
| 2. Mtg. Tax      |    | <u>375.00</u> |
| 3. Recording Fee |    | <u>7.50</u>   |
| 4. Indexing Fee  |    | <u>1.00</u>   |
| TOTAL            |    | <u>383.50</u> |