

772

ACCOMMODATION  
REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

COPY

Mortgagors:

John Ralph Dewberry  
and Anne Yeager Dewberry  
1222 Cheval Lane  
Birmingham, Alabama 35216

- and -

Richard E. Dewberry  
and Rita A. Dewberry  
4351 Highway 280 East  
Birmingham, Alabama 35243

Mortgagee:

First Commercial Bank  
2000B SouthBridge Parkway  
P. O. Box 11746  
Birmingham, Alabama 35202-1746

This instrument was prepared by:  
William W. Brooke  
Wallace, Brooke & Byers  
525 SouthBridge Building  
2000 SouthBridge Parkway  
Birmingham, Alabama 35209

STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON  
NOV 10 AM 11:02  
1988  
JUDGE OF PROBATE

STATE OF ALABAMA )  
JEFFERSON COUNTY )

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS: That whereas Dewberry Engraving Company, Inc., a Delaware corporation, has become justly indebted to First Commercial Bank, with offices in Birmingham, Alabama (together with its successors and assigns, hereinafter called "Mortgagee"), in the sum of Five Hundred Thousand Dollars (\$500,000) together with interest thereon, as evidenced by a promissory note or notes of even date herewith.

WHEREAS, Mortgagee has required that additional collateral be given to provide additional security for the indebtedness of said Dewberry Engraving Company, Inc., as provided in, and upon the conditions set forth in that certain Commitment Letter dated November 9, 1988 between Mortgagee and Dewberry Engraving Company, Inc.

WHEREAS, Mortgagors, John Ralph Dewberry and Anne Yeager Dewberry, being husband and wife, and Richard E. Dewberry and Rita A. Dewberry also being husband and wife (collectively, herein, the "Mortgagors") have agreed to provide such additional security, as provided and described herein, upon condition, however, that the provision of such security shall be as an accommodation non-recourse mortgage only, and shall not, in and of itself and without a specific written agreement to undertake such liability, result in personal liability to said Mortgagors, or any of them.

**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, 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 Mortgagors do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in Jefferson and Shelby Counties, State of Alabama, viz:

**Parcel 1, situated in Jefferson County, Alabama:**

Lot 2, Block 1, according to the Survey of Tanglewood Park, Fourth Sector, First Addition, as recorded in Map Book 114, Page 43, in the Probate Office of Jefferson County, Alabama.

Subject to:

1. Mortgage from John R. Dewberry and Anne Y. Dewberry to First Southern Federal Savings & Loan, recorded in Real 3048, Page 690, refiled by Real 3077, Page 268, and subsequently refiled in Real 3118, Page 886, recorded in the said Probate Office.
2. Mortgage from John Ralph Dewberry and Anne Yeager Dewberry to First Southern Federal Savings and Loan Association, recorded in Real 3123, Page 821, in the said Probate Office.

**Also, Parcel 2, situated in Jefferson County, Alabama:**

Lot 10, according to the Amended Map of First Addition to Coventry, as recorded in Map Book 95, page 58, in the Probate Office of Jefferson County, Alabama.

Subject to:

1. Mortgage from John Ralph Dewberry to Altus Mortgage Corp., recorded in Book 3294, Page 869, and assigned to Altus Bank, recorded in Real 3294, Page 875, and re-assigned to SouthTrust Mortgage Corporation, recorded in Real 3479, Page 643, all in said Probate Office.

**Also, Parcel 3, situated in Jefferson County, Alabama:**

The South 46 feet of the North 92 feet of Lots 7 and 8, in Block 28, according to the Map and Survey of Avondale Land Company, as recorded in Map Book 1, Page 221, in the Probate Office of Jefferson County, Alabama.

Subject to:

1. Mortgage from Richard E. Dewberry and Rita A. Dewberry to Jessie May P. Hyde and Venley Hyde, recorded in Real 3434, Page 717, in the said Probate Office.

**Also, Parcel 4, situated in Jefferson County, Alabama:**

The Southeast 140 feet of Lot 1, in Block 10-E, according to the Survey of East Lake, as recorded in Map Book 1, Page 217, in the Probate Office of Jefferson County, Alabama.

Subject to:

1. Mortgage from Richard E. Dewberry and Rita A. Dewberry to Arledge V. Wilkins, Sr. and Ethel M. Wilkins, recorded in Real 2162, Page 98, in said Probate Office.
2. Mortgage from Richard E. Dewberry and Rita A. Dewberry to Rosa Mary Robinson recorded in Real 2474, Page 594 and assigned to Finance America Corporation, recorded in Real 2509, Page 300, in said Probate Office.

Also, Parcel 5, situated in Shelby County, Alabama:

Lot 30, according to the Map of Oakdale Estates, as recorded in Map Book 5, Page 98, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Mortgage from Melvin Dwayne Pike, Sr. and Laurel D. Pike, to Molton, Allen & Williams, recorded in Volume 332, Page 144, and subsequently assigned to Colonial Mortgage Company, recorded in Misc. Volume 7, Page 317, in the Probate Office of Shelby County, Alabama.
2. Mortgage from Richard E. Dewberry and Rita A. Dewberry to Crestar Mortgage Corporation, recorded in Real 184, Page 776, in the Probate Office of Shelby County, Alabama.

All parcels subject to Ad Valorem Taxes for the year 1989, and following, and all easements, restrictions and rights of way of record.

together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, 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.

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, 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 Mortgagors are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, that Mortgagors 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 Mortgagors will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed upon the mortgaged property, and should default by made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to so do). 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 so).

3. That Mortgagors will keep the buildings 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, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefore 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 premises on the mortgaged property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing the premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

4. That, provided that Mortgagors shall not be otherwise doing so pursuant to the terms of some other Mortgage which may now encumber the mortgaged property, 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 therefore, 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 preceding 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 sum 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 therefore, 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 Mortgagors will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof, and that Mortgagors 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 along excepted. If Mortgagors fail to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagors' 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 payment of taxes or assessments or to discharge liens 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 a writing signed by Mortgagee.

8. That those parties 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.

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 appointment of a receiver (to which appointment Mortgagors hereby consent without regard to the sufficiency of the security or the solvency of any party), and Mortgagee may notify the lessees or other payors thereof to make payment directly to Mortgagee. Any rents, income and profits collected by Mortgagee prior to foreclosure of this mortgage, 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 hereby secured.

10. That 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 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 (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for personal property, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest pursuant to a written lease agreement 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. Upon breach by Mortgagors, or any of them, if more than one, of the covenants 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.

12. That 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. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office. Mortgagors waive all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this mortgage, and Mortgagors waive the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the premises be set off against any part of the indebtedness secured hereby.

13. Provided, however, that in the event of any default by Mortgagors in their obligations hereunder which might entitle Mortgagee to accelerate the indebtedness secured hereby or otherwise declare a default hereunder, then, prior to exercising its rights to declare a default hereunder, or accelerate the balance of indebtedness secured hereby to be due and payable, in full, or otherwise exercise its rights hereunder to take possession of and/or foreclose upon the mortgaged property, Mortgagee shall first give ten (10) day's written notice thereof and opportunity to cure the same to Dewberry Engraving Company, Inc.

UPON CONDITION, HOWEVER, that if said Dewberry Engraving Company, Inc. shall well and truly pay and discharge all the indebtedness hereby secured (including future advances) as the same shall become due and payable and if Mortgagors and/or said Dewberry Engraving Company, Inc. shall in all things do and perform all acts and agreements by Mortgagors 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 said Dewberry Engraving Company, Inc., or 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, 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 (5) 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 not exceeding 15% of the unpaid debt after default if the original amount financed exceeded \$300; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, 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 this mortgaged property at any foreclosure sale hereunder.

**PROVIDED, HOWEVER, THAT THIS MORTGAGE IS GIVEN AS AN ACCOMMODATION MORTGAGE ONLY, AND THAT THIS MORTGAGE SHALL BE NON-RECOURSE TO THE MORTGAGORS NAMED HEREIN AND SHALL NOT, IN AND OF ITSELF, IMPOSE ANY LIABILITY UPON THE MORTGAGORS FOR THE MONETARY OBLIGATIONS SET FORTH HEREIN OR FOR THE OBLIGATIONS OF DEWBERRY ENGRAVING COMPANY, INC., ITS AFFILIATES OR OTHERS TO MORTGAGEE.**

IN WITNESS WHEREOF, the undersigned have hereunto set their signature and seal or has caused this instrument to be executed by its officer(s) thereunto duly authorized, this \_\_\_\_\_ day of November, 1988.



John Ralph Dewberry (L.S.)  
John Ralph Dewberry  
Anne Yeager Dewberry (L.S.)  
Anne Yeager Dewberry  
Richard E. Dewberry (L.S.)  
Richard E. Dewberry  
Rita A. Dewberry (L.S.)  
Rita A. Dewberry

**Acknowledgements:**

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that John Ralph Dewberry, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 9 day of November, 1988.

Wm. B. [Signature]  
NOTARY PUBLIC

My Commission Expires: 3/20/92

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Anne Yeager Dewberry, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 9 day of November, 1988.

Wm. P. Burt  
NOTARY PUBLIC

My Commission Expires: 3/20/92

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Richard E. Dewberry, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 9th day of November, 1988.

Wm. P. Burt  
NOTARY PUBLIC

My Commission Expires: 3/20/92

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Rita A. Dewberry, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 9th day of November, 1988.

Wm. P. Burt  
NOTARY PUBLIC

My Commission Expires: 3/20/92

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BOOK 213 PAGE 212

State of Alabama  
Jefferson County

I, the Undersigned, as Judge of the Court of Probate,  
in and for said County, in said State, hereby certify that  
the foregoing is a full, true and correct copy of the instru-  
ment with the filing of same as appears of record in this  
office in Vol. 3499 Record of         

on page 611

Given under my hand and official seal, this the 10  
day of Nov 19 88

Al Sloune  
Judge of Probate

STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 NOV 10 PM 12:57

Thomas A. Sloune, Jr.  
JUDGE OF PROBATE

1. Deed Tax \$  
2. Mtg Tax TAX PAID Jeff Co.  
3. Recording Fee 27.50  
4. Indexing Fee 1.00  
TOTAL 28.50