

This instrument was prepared by

857

(Name) S. W. Smyer, Jr.

(Address) 2118 First Avenue North, Birmingham, Alabama 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,

Harald L. Smyer

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

S. W. Smyer, Jr.

(hereinafter called "Mortgagee", whether one or more), in the sum of ----- Four Hundred Fifty Thousand ----- Dollars (\$450,000.00), evidenced by one promisory note of even date, payable in accordance with the terms of 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 Mortgagors, Harald L. Smyer, unmarried

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:

All my undivided 1/3 interest in and to real estate described in EXHIBIT "A" attached hereto and made a part hereof.

BOOK 221 PAGE 934

230 300 155 1000

Said property is warranted free from all incumbrances and against 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 Harald L. Smyer

have hereunto set his signature and seal, this 30th day of December , 19 88

Harald L. Smyer

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of Alabama

Jefferson

COUNTY

I, R. Coffee Colvin

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

hereby certify that Harald L. Smyer, unmarried

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 has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of December 19 88

My Commission Expires 6-1-91

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

Return to:

TO

MORTGAGE DEED

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

Birmingham, Alabama

EXHIBIT "A"

Parcel A. All that part of SE 1/4 of Section 23, Township 18 South, Range 1 West, lying southeast of Shelby County Highway 41 and north of Shoal Creek Subdivision, containing approximately 24 acres.

Parcel B. All that part of South 1/2 of Section 24 and the NE 1/4 of Section 24, Township 18 South, Range 1 West, except the following:

1. Lots located in Mountain View Lake Subdivision 1st and 2nd Sectors as recorded in Map Book 3, Pages 135 and 150 in the Office of Judge of Probate of Shelby County, Alabama.
2. Property located within the bounds of Great Pine Lake (Mountain View Lake) and otherwise known as Smyer Lake.
3. Property located within Shoal Creek Subdivision, being approximately 5 acres in the Southwest Corner of said Section 24.
4. Property conveyed to Big Pine Fishing Club, Inc. and containing approximately 5 acres.
5. Property conveyed to Erion Cushman by S. W. Smyer, Jr., by deed dated December 13, 1971, containing approximately 1.6 acres and located in the E 1/2 of NE 1/4 of Said Section 24.
6. Lots located in Hollybrook Lake Subdivision as recorded in Map Book 4, Page 74, in said Probate Office.
7. Property located within the bounds of the Hollybrook Lake.
8. Lot 1 according to the Map of Brower's Addition to Hollybrook Lake as recorded in Map Book 12, Page 60 in Said Probate Office.
9. Property conveyed to Charles Pratt Brown II by S. W. Smyer, Jr. by deed dated July 22, 1988.
10. Property conveyed to John E. Guess and Ann J. Shaw as Co-Executors of Estate of Henry P. Johnston, deceased, by deed dated November 14, 1987.
11. Property conveyed to Marilyn M. Pippen by deed from S. W. Smyer, Jr. dated March 1, 1985, and being situated adjacent to an east of Lot 11 according to the Survey of Mountain View Lake Company, First Sector.
12. Lots 9-A and 10-A according to Resurvey of Lots 9 and 10 of Mountain View Lake Company, First Sector.
13. All that part of NW 1/4 of SW 1/4 of said Section 24 which may be within the bounds of property conveyed in deed from Ingrid F. L. Smyer, dated May 2, 1979, and recorded in Book 319, Page 469 in said Probate Office.
14. Property conveyed to Mary I. Ogburn from S. W. Smyer, Jr. by deed dated November 11, 1983, said property lying southeast of and adjacent to Lot 19, Mountain View Lake Company Second Sector as recorded in Map Book 3, Page 150.
15. Also except all that part of said Parcel B which lies north and west of Hollybrook Lake.

Said Parcel B containing approximately 260 acres.

(continued)

EXHIBIT "A" continued

Parcel C. The North 1/2 of Section 25, Township 18 South, Range 1 West, lying northwest of crest of Double Oak Mountain, less and except:

1. All that part of said Parcel C lying within Shoal Creek Subdivision.
2. All that part of said Parcel C conveyed to J. William Lewis, et ux, lying east of and adjacent to Lot 220-A, Shoal Creek Subdivision.
3. All that part of said Parcel C conveyed to Big Pine Fishing Club, Inc. and containing approxiamtely 5 acres.

Said Parcel C containing approximately 270 acres.

Parcel D. All that part of Section 19, Township 18 South, Range 1 East, lying northwest of crest of Double Oak Mountain; South of South line of N 1/2 of NW 1/4 of Said Section, and Southwest of Property conveyed to Ingrid Frances Smyer by S. W. Smyer, Jr. by deed dated January 26, 1976, and recorded in Book 296, Page 854 in said Probate Office.

Except that part of said Section 19 lying within bounds of property conveyed to John E. Guess and Ann J. Shaw as Co-Executors of Estate of Henry P. Johnston, deceased, by deed from S. W. Smyer, Jr. dated November 14, 1987.

Said Parcel D contining approxiamtely 253 acres.

Parcel E. All that part of NW 1/4 of Section 30, Township 18 South, Range 1 East, lying northwest of crest of Double Oak Mountain and containing approximately 17 acres.

All of said property herein conveyed containing a total of approximately 824 acres.

* * *

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

89 JAN 12 AM 9:55

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax		675 ⁰⁰
3. Recording Fee		10 ⁰⁰
4. Indexing Fee		100
TOTAL		686 ⁰⁰