

This instrument was prepared by

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MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY JEFFERSON

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Hadley, Church & Company, Inc.,
an Alabama corporation
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Joseph O. Raines, Owen H. Raines, and Eudalia P. Hicks

(hereinafter called "Mortgagee", whether one or more), in the sum
of One Hundred Sixty Six Thousand and no/100-----Dollars
(\$ 166,000.00), evidenced by one promissory note of even date herewith.

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, Hadley, Church & Company, Inc.
an Alabama corporation

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 Exhibit "A" attached hereto and made a part hereof.

Subject to:

1. Taxes for 1989 which taxes are a lien but not yet due and payable.
2. Right of way of the Seaboard Coast Line Railroad.
3. Transmission line permits to Alabama Power Company as recorded in Deed Book 102, Page 147; Deed Bok 102, Page 148; Deed Book 103, Page 428; Deed Book 211, Page 432; Deed Book 236, Page 839; Deed Book 102, Page 146; Deed Book 102, Page 145; Deed Book 124, Page 517; Deed Book 126, Page 87; Deed Book 126, Page 193; Deed Book 126, Page 194; Deed Book 126, Page 195, in Probate Office.
4. Title to minerals underlying caption lands with mining rights and privileges belonging thereto. (Affects E 1/2 of NW 1/4, Section 28, Township 19 South, Range 1 West, only.)
5. Drainage Easements to State of Alabama as shown by deed recorded in Deed Book 298, Page 357 in Probate Office.

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STB 155 1004

Corley Moncus
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 **Hadley, Church & Company, Inc., an Alabama corporation** have hereunto set its signature and seal, this 10th day of January, 1989
HADLEY, CHURCH & COMPANY, INC., (SEAL)
an Alabama Corporation (SEAL)
By: *Greg A. Church* (SEAL)
Greg A. Church
Its President (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 ALABAMA
JEFFERSON COUNTY }

I, the undersigned _____, a Notary Public in and for said County, in said State,
hereby certify that **Greg A. Church**
whose name as **President** of **Hadley, Church & Company, Inc.**
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 10th day of January, 1989

Notary Public

Return to:

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203

EXHIBIT A

Commence at the Northeast corner of Section 28, Township 19 South, Range 1 West, run thence North 89 degrees 22 minutes 21 seconds West along the North line of said Section 28 for 3732.02 feet; run thence South 0 degrees 37 minutes 39 seconds West for 1058.49 feet to the point of intersection of the East right of way of Shelby County Road No. 43 and the South right of way of U.S. Highway No. 280, being the point of beginning; run thence North 81 degrees 37 minutes 21 seconds East along said South right of way line of U.S. Highway No. 280 for 141.34 feet; run thence South 82 degrees 40 minutes 46 seconds East along said right of way for 624.64 feet; run thence South 49 degrees 53 minutes 31 seconds East along said right of way for 299.9 feet; run thence South 44 degrees 19 minutes 09 seconds East along said right of way for 821.32 feet; run thence South 49 degrees 57 minutes 23 seconds East along said right of way for 438.38 feet to a Point of Intersection with the North right of way of Seaboard Coast Line Railroad; run thence North 66 degrees 59 minutes 48 seconds West along said North right of way for 24.08 feet; run thence North 67 degrees 48 minutes 35 seconds West along said North right of way for 52.67 feet; run thence North 67 degrees 55 minutes 55 seconds West along said North right of way for 57.97 feet; run thence North 68 degrees 25 minutes 26 seconds West along said right of way for 573.33 feet; run thence North 68 degrees 53 minutes 26 seconds West along said right of way for 50.46 feet; run thence North 69 degrees 43 minutes 06 seconds West along said North right of way for 49.86 feet; run thence North 70 degrees 51 minutes 38 seconds West along said North right of way for 50.93 feet; run thence North 71 degrees 39 minutes 44 seconds West along said North right of way for 54.63 feet; run thence North 74 degrees 15 minutes 40 seconds West along said North right of way for 49.25 feet; run thence North 75 degrees 40 minutes 32 seconds West along said North right of way for 52.42 feet; run thence in a Westerly direction along said right of way and a curve to the left having a radius of 1476.06 feet a chord of South 81 degrees 04 minutes 55 seconds West for 1103.78 feet with an arc distance of 1131.26 feet; run thence North 28 degrees 27 minutes 52 seconds West for 161.62 feet; run thence South 74 degrees 32 minutes 08 seconds West for 102.18 feet; run thence North 47 degrees 17 minutes 52 seconds West for 259.19 feet to the East right of way line of the above mentioned County Road No. 43; run thence North 47 degrees 05 minutes 02 seconds East along said East right of way for 11.99 feet; run thence South 53 degrees 06 minutes 17 seconds East along said East right of way for 39.99 feet; run thence North 42 degrees 30 seconds 59 seconds East along said East right of way for 211.03 feet; run thence North 32 degrees 40 minutes 59 seconds East along said right of way for 601.06 feet to the point of beginning.

Said land being in the North Half of Section 28, Township 19 South, Range 1 West of the Huntsville Principle Meridian, Shelby County, Alabama.

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Commence at the Southeast Corner of the North 1/2 of Section 28, Township 19 South, Range 1 West; run thence North 89 degrees 34 minutes 09 seconds West along the South line of said 1/4 - 1/4 section for 1377.82 feet to the North Right of Way of County Road No. 280; run thence in a Northwesterly direction along said North Right of Way and a curve to the left having a radius of 1677.02 feet, a chord of North 61 degrees 40 minutes 53 seconds West for 27.94 feet and a arc distance of 27.94 feet; run thence North 62 degrees 09 minutes 31 seconds West along said North Right of Way for 194.86 feet; run thence in a Northwesterly direction along said North Right of Way and a curve to the Right having a radius of 1100.96 feet for an arc distance of 385.04 feet; run in a Northwesterly direction along said North Right of Way and a curve to the left having a radius of 675.38 feet for an arc distance of 379.11 feet to the Point of Beginning; continue in a Northwesterly direction along said North Right of Way and a curve to the left having a radius of 675.38 feet for an arc length of 392.78 feet; run thence South 72 degrees 25 minutes 46 seconds West along said North Right of Way for 9.65 feet to a point on the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 28; run thence North 00 degrees 08 minutes 51 seconds East along said West line for 163.11 feet to the South Right of Way of the Seaboard Coast Line Railroad; run thence South 70 degrees 48 minutes 38 seconds East along said South Right of Way for 22.74 feet; run thence South 49 degrees 49 minutes 30 seconds East along said South Right of Way for 50.26 feet; run thence South 66 degrees 53 minutes 40 seconds East along said South Right of Way for 49.64 feet; run thence South 66 degrees 25 minutes 26 seconds East along said South Right of Way for 302.20 feet to the Point of Beginning.

Said land containing 0.67 acres.

PARCEL "C"

Commence at the Southeast corner of the North 1/2 of Section 28, Township 19 South, Range 1 West; run thence North 89 degrees 34 minutes 09 seconds West along the South line of said 1/4 - 1/4 section for 1238.04 feet to the South Right of Way of the Seaboard Coast Railroad and the Point of Beginning; continue North 89 degrees 34 minutes 09 seconds West along said 1/4 - 1/4 section for 149.78 feet to the North Right of Way of County Road No. 280; run thence in a Northwesterly direction along said North Right of Way and a curve to the left having a radius of 1677.02 feet, a chord of North 61 degrees 40 minutes 53 seconds West for 27.94 feet and a arc distance of 27.94 feet; run thence North 62 degrees 09 minutes 31 seconds West along said North Right of Way for 194.86 feet; run thence in a

EXHIBIT A

Northwesterly direction along said North Right of Way and a curve to the right having a radius of 1100.96 feet, for an arc distance of 385.04 feet; run thence in a Northwesterly direction along said North Right of Way and a curve to the left having a radius of 675.38 feet for an arc distance of 241.00 feet to the South Right of Way of the above mentioned Seaboard Coast Railroad; run thence South 80 degrees 25 minutes 26 seconds East along said South Right of Way for 133.25 feet; run thence South 67 degrees 55 minutes 41 seconds East along said South Right of Way for 57.11 feet; run thence South 67 degrees 48 minutes 34 seconds East along said South Right of Way for 52.45 feet; run thence South 66 degrees 59 minutes 08 seconds East along said South Right of Way for 51.76 feet; run thence South 66 degrees 22 minutes 26 seconds East along said South Right of Way for 36.26 feet; run thence in a Southeasterly direction along said South Right of Way and a curve to the right having a radius of 1711.20 feet, a chord of South 59 degrees 10 minutes 20 seconds East for 387.61 feet with an arc distance of 388.64 feet; run thence South 52 degrees 48 minutes 02 seconds East along said South Right of Way for 36.64 feet; run thence South 51 degrees 20 minutes 14 seconds East along said South Right of Way for 51.76 feet; run thence South 50 degrees 30 minutes 50 seconds East along said South Right of Way for 52.45 feet; run thence South 50 degrees 32 minutes 51 seconds East along said South Right of Way for 56.73 feet; run thence South 49 degrees 55 minutes 13 seconds East along said South Right of Way for 60.12 feet to the Point of Beginning.

Said land containing 1.9 acres.

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STATE OF ALA. SHELBY COUNTY
I CERTIFY THIS INSTRUMENT WAS FILED
89 JAN 12 AM 9:13

Thomas W. Henderson, Jr.
JUDGE OF PROBATE

1. Deed Tax \$ _____
2. Mtg. Tax 249.00
3. Recording Fee 12.50
4. Indexing Fee 2.00
TOTAL 263.50