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The Peoples Bank of Alabama
North Bibb Branch
P. O. Box 157
Woodstock, Ala. 35188

STATE OF ALABAMA
Bibb COUNTY

Know all men by these presents: That whereas, the undersigned, Blue Creek Land Company, Inc. (herein called debtor) is justly indebted to The Peoples Bank of Alabama, a corporation (herein called mortgagee) in the sum of TWENTY THOUSAND AND 00/100 DOLLARS for money loaned, receipt of which sum is hereby acknowledged, which sum bears interest from date at 12.00% per cent per annum, interest payable as scheduled below, said principal and interest being evidenced by waive promissory note of debtor, due and payable at The Peoples Bank of Alabama as follows:

This mortgage is due and payable on April 30, 1989.

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And whereas, it was agreed at the time said debt was incurred that said note should be given and secured in prompt payment at maturity respectively by this instrument, now, therefore, in consideration of the premises and one dollar paid to the undersigned on the delivery of this instrument, and in further consideration of said indebtedness, and in order to secure the prompt payment of the same, as it respectively matures and the prompt payment of any and all other debts debtor may now owe or hereafter owe mortgagee before the principal debt has been paid, and to secure the faithful performance of all promises and agreements herein made, Blue Creek Land Company, Inc. (herein called mortgagor), do es hereby grant, bargain, sell and convey to The Peoples Bank of Alabama, a corporation, (herein called mortgagee) its successors and assigns, the following described real estate in Shelby County, Alabama to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREBY BY REFERENCE AS IF THE SAME WERE FULLY SET OUT HEREIN VERBATIM.

OUR SECURITY INTEREST ALSO INCLUDES, BUT IS NOT LIMITED TO ALL MERCHANTABLE TIMBER AND APPURTENANCES LOCATED THEREON.

THIS IS A PURCHASE MONEY MORTGAGE.

[redacted] [redacted] [redacted]

all of which property is hereby warranted to belong to Mortgagors in fee simple and is also warranted free from all incumbrance and against any adverse claims, except this mortgage.

Together with, all and singular, the tenements, hereditaments and appurtenances and rents, issues and profits thereon. To have and to hold, the above granted premises unto mortgagee, its successors and assigns forever. Now, therefore, for the purpose of further securing the payment of all of said indebtedness debtor__ do__hereby agree to pay and discharge, when due, all liens and other charges against said property and all taxes or assessments of any and all kind when imposed legally upon said property, and if debtor fails to pay and discharge, when due, all such liens and charges and said taxes and assessments, then mortgagee__may at its option pay the same, and all amounts so expended by mortgagee together with all sums expended by mortgagee in protection of security hereof, or enforcing any rights accruing hereunder, shall become a debt of debtor__to mortgagee__due forthwith, and shall be covered and secured by this mortgage and bear interest from date of payment by mortgagee.

Upon condition, however, that if debtor__shall faithfully keep and perform each of the promises and agreements herein made and shall pay said note__promptly at maturity respectively, and pay all other debts which debtor now owes or may incur to mortgagee before the principal debt has been paid, at maturity, then this conveyance to be null and void; but should default be made in the payment of any sum lawfully expended hereunder by mortgagee__or should any debt hereby secured, remain unpaid, as and when the same matures, or should default be made in any other agreement contained in this instrument, then in any one of said events, mortgagee__shall have the right then and at any time thereafter during any default hereunder to declare the whole of the indebtedness hereby secured to be immediately due and payable, and foreclose this mortgage, sell said property and execute title to the purchaser, selling same in parcels or as a whole as mortgagee may see fit. Sale hereunder shall be made in front of the Court House of Shelby County, Alabama, at public outcry to the highest bidder for cash, after giving notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three successive weeks in some newspaper published in Shelby County, Alabama or by proceedings in court, as mortgagee or assigns may elect.

The proceeds of sale, whether such sale is made under power of sale herein given or by order of court, shall be applied as follows: First, all lawful costs and expenses of suit, foreclosure, sale and conveying, including such reasonable attorney's fees therefor and for collection of indebtedness hereby secured as may be incurred; Second, to the payment of any amounts that may have been expended by mortgagee__in paying insurance, assessments, taxes and other incumbrances, with interest thereon; Third, to the payment of the principal indebtedness hereby secured, together with the then earned interest thereon; and Fourth, to the payment of all other lawful debts hereby secured, the balance, if any, to be turned over to mortgagors or assigns.

Mortgagee its successors or assigns, or any of them, may at any sale hereunder or at any sale made under order of decree of Court, bid for and purchase said property the same as a stranger to this instrument, and mortgagee__or assigns or the attorney or auctioneer making the sale or any agent or representative of mortgagee__or assigns is hereby authorized to execute title to the purchaser. Debtor__does further agree to pay such reasonable attorney's fees as may be incurred by mortgagee__, or its successors assigns, for the foreclosure of this mortgage, whether under the power of sale herein or by suit, all such fees to be a part of the debt hereby secured, whether incurred under the power of sale herein contained or in court proceedings.

Any mortgages or liens now held or owned by mortgagee__on said property as security for any part of the debt hereby secured are reserved in full force for the payment of same in addition to this mortgage.

This mortgage shall also secure any renewal or renewals, extension or extensions of the debt or any unpaid portion of the same hereby secured, notwithstanding the same may, from time to time, be extended or evidenced by other notes given by debtor__, its heirs or assigns and accepted by mortgagee__, or assigns, and whether such renewals be secured by additional mortgage or security or not, so long as said notes evidence the same debt or any portion of the same hereby secured. It is further agreed that no defect or irregularity in any sale hereunder or in the notice of such sale shall in any way affect or impair such sale or notice, but to the contrary, all such defects and irregularities are hereby waived. It is further agreed that the taking of additional security shall not affect or impair this mortgage or its lien.

If default is made hereunder and said note or notes, principal or interest, or any one or more of them placed in the hands of any attorney for collection, the debtor__agrees__to pay all such reasonable attorney's fees as may be incurred in the collection, whether same be made by suit, foreclosure, or otherwise, and such fees shall become a part of the debt hereby secured.

As against debts hereby secured debtor__ waive all rights of exemption as to personal property under the Constitution and Laws of Alabama and every other state.

Failure to pay any sum, debt, installment, or note secured hereby promptly when due shall, at the option of mortgagee__, and upon written declaration of such default, render all sums, installments and notes then unpaid, whether due or not, due and payable forthwith and immediately and suit may be filed or foreclosure had as to the full amount and as to all sums secured by this mortgage.

It is further agreed by the parties hereto that debtor__ will, during the time this mortgage remains unsatisfied keep the buildings on said property insured in some standard insurance company against all damages by fire and extended coverage for the benefit of mortgagee as mortgagee's interest may appear, in the sum of not less than unpaid balance on note Dollars, to be shown by a New York Standard Mortgage clause attached to said policies, which shall be delivered to mortgagee__, and debtor__ will promptly pay all premiums becoming due on same. And it is further agreed that if debtor herein fails to pay said insurance premiums due on said policies, then mortgagee herein is hereby given the right to pay said premiums , and such sums so paid by mortgagee herein are to become an additional indebtedness secured by this mortgage, such insurance policies to be left with mortgagee, otherwise mortgagee may take out such insurance at the cost of undersigned and premiums therefor shall be debt secured hereby. Undersigned hereby covenant to defend the title and possession of the above property against all claims and demands of all persons whomsoever and further agree to pay all expenses incurred in defending or protecting, or attempting to protect or defend the possession or title to the property herein mortgaged, including all reasonable attorney's fees, and all such expenses and attorneys' fees are, and are to be, a part of the indebtedness hereby secured.

Mortgagor convenants and warrants with and to Mortgagee__, its succesors and assigns that mortgagor is or are the owner or owners in fee simple of the property herein described, that said property is free from all mortgages, liens or other encumbrances, that mortgagor has the right to execute this mortgage and convey this property according to the terms of this mortgage, and that mortgagor will, in case of foreclosure, forever protect and de-

LEGAL DESCRIPTION:

PARCEL I:

All that part of the following described property which lies West of the Right of Way of the L & N Railroad, all in Section 1, Township 22 South, Range 1 West, viz.: The North half of the NE 1/4 of the SW 1/4, the NW 1/4 of the SE 1/4, the SW 1/4 of the NE 1/4, the East half of the NW 1/4, except that part of the North half of the NE 1/4 of the NW 1/4 which was formerly conveyed to W. M. Tyes.

PARCEL II:

Twenty (20) acres on the North side of that part of the NE 1/4 of the NW 1/4 of Section 1, Township 22, Range 1 West, lying West of the Shelby Iron Company's Railroad, now known as the Louisville & Nashville Railroad, being all that part of the NE 1/4 of NW 1/4 of Section 1, Township 22, Range 1 West, lying West of the Louisville & Nashville Railroad.

PARCEL III:

A parcel of land lying in the NE 1/4 of the NW 1/4 of Section 1, Township 22 South, Range 1 West, Shelby County, Alabama, described as follows: Commence at the Northeast corner of said 1/4-1/4 Section, thence run West along the North 1/4-1/4 line 611.49 feet to a point on the East right-of-way of the Old L & N Railroad spur, Thence turn left 108 degrees 22 minutes 59 seconds and run Southeast along said right-of-way 743.01 feet to the point of beginning, thence continue last course 62.70 feet, thence turn left 106 degrees 52 minutes 52 seconds and run Northeast 230.73 feet to a point on the West right-of-way of Shelby County Highway #47, thence turn left 82 degrees 40 minutes 21 seconds and run Northwest along said highway right-of-way 60.49 feet, thence turn left 97 degrees 19 minutes 39 seconds and run Southwest 220.24 feet to the point of beginning. Situated in Shelby County, Alabama.

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A. Glenn Weaver

SIGNED FOR IDENTIFICATION
BLUE CREEK LAND COMPANY INC.

[redacted] [redacted] [redacted]

fend mortgagee__, its successors and assigns, in the quiet and peaceful possession of the property herein conveyed and that mortgagor will forever protect and defend mortgagee__, its successors and assigns, in the quiet and peaceable enjoyment of the rights hereby conveyed, against the lawful claims and demands of all persons whomsoever, and mortgagor especially agrees to protect and defend the title and rights hereby conveyed and to pay all costs and expenses which may be incurred by mortgagee__, its successors and assigns in the protection or defense of said property or the title thereto, including attorney's fees and other legal expenses, all of which are hereby fully secured.

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agw

Witness my hand and seal on this the 30th day of January, 19 89.

Witnesses

BLUE CREEK LAND COMPANY, INC.

By - A. Glenn Weaver - Pres. (L. S.)

~~BY: A. GLENN WEAVER, PRESIDENT~~

__________________________ (L. S.)

__________________________ (L. S.)

__________________________ (L. S.)

STATE OF ALABAMA, __________ COUNTY.

I, __________, a Notary Public in and for said County and State, do 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.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the __________ day of __________, 19__.

____

Notary Public in and for __________ County, Alabama

STATE OF ALABAMA, __________ COUNTY.

I, __________, a Notary Public in and for said County and State, do 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. And I do hereby certify that on the __________ day of __________, 19__, came before me the within named __________ known to me to be the wife of the within named __________ who, being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraints, or threats on the part of the husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the __________ day of __________, 19__.

____

Notary Public in and for __________ County, Alabama

PRESS PRINT - CENTREVILLE, ALA.

MORTGAGE

GIVEN BY

TO

Date ____, 19__

Amount $____

STATE OF ALABAMA

____ County

I hereby certify that the within instrument was filed in my office for record on the ____ day of ____ 19__, at ____ o'clock ____ M., and recorded in Mortgage Book ____ page ____, and I do hereby certify that the privilege tax has been paid on the within instrument as required by the statutes of Alabama,

Viz: $____

Probate Judge ____ County, Ala.

For Recording . . . . $____

Mortgage Tax . . . . $____

$____

STATE OF ALABAMA
BIBB COUNTY

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I, the undersigned authority a notary public in and for said county and State do hereby certify that A. Glenn Weaver, President of Blue Creek Land Company, Inc. whose name is signed to the foregoing instrument and who is known to me acknowledged before me being informed of the contents of the conveyance he as such officer and with full authority executed the same voluntarily as the act of said corporation on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 30th day of January, 1989.

Betty P. Morris
NOTARY PUBLIC IN AND FOR STATE AT LARGE

MY COMMISSION EXPIRES
SEPT. 10, 1991

1. Deed Tax $ ____
2. Mtg. Tax 30.00
3. Recording Fee 12.50
4. Indexing Fee 1.00
TOTAL 43.50

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

89 FEB -1 AM 9:40

Thomas A. Snowden, Jr.
JUDGE OF PROBATE