

1291

IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

STATE OF ALABAMA,

PLAINTIFF,

VS.

CASE NUMBER: 28-35

Tract No. 1

BROOKLINE FOREST, INC., an
Alabama Corporation; SERVICE
CORPORATION OF ALABAMA, an
Alabama Corporation; SECURITY
UNION TITLE INSURANCE CO.,
formerly known as Safeco
Title Insurance Co., a Corp-
oration registered for doing
business in the State of Ala-
bama; CAHABA TITLE, INC., an
Alabama Corporation; ANNETTE
SKINNER, Tax Collector for
Shelby County, Alabama; UN-
KNOWN OWNERS, HEIRS AT LAW,
AND DEVISEES' AND ALL OTHER
UNKNOWN PERSONS OWNING OR
HAVING AN INTEREST OR CLAIM
IN THIS CAUSE,

DEFENDANTS.

COMPLAINT FOR CONDEMNATION

Comes now the State of Alabama as Plaintiff in the above-
styled cause and files this its Complaint in the Probate Court of
Shelby County, Alabama for a Judgment of Condemnation of the
lands and interest in lands hereinafter described and as a basis
for the relief prayed for shows unto the Court as follows:

FIRST

Plaintiff is authorized by the Constitution and laws of the
State of Alabama to institute and prosecute this proceeding for
the purposes stated and is not required to give bond for security
of costs under the provisions of law.

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Don. Oakman

SECOND

Prior to the commencement of this action, the Highway Director of the State of Alabama found, ascertained and determined that the hereinafter described lands are necessary for use for public road or highway purposes and has authorized and directed the institution of prosecution of this proceeding to condemn said lands. The property when condemned will be devoted to the public purposes specified.

THIRD

Plaintiff seeks to condemn the fee title to all of the parcel of land described in the attached descriptions and sketch, for public road or highway purposes, with the right to remove all improvements, trees, undergrowth and other obstructions situated on said lands, the right to prevent any person from placing or maintaining any obstructions on said lands, and also the right to enter upon said lands for the purpose of constructing, maintaining and repairing the public improvements constructed or installed thereon.

Plaintiff avers that to the Plaintiff's knowledge the herein named persons are the persons who are the owners or who claim any interest in the property sought to be taken. All of the individuals named are over the age of nineteen years and are of no legal disability unless otherwise specifically recited. Said persons, the tracts of land in which they have an interest, and the nature of said interest are identified as follows:

TRACT OF LAND: AS SPECIFICALLY DESCRIBED IN ATTACHMENT "A"
WHICH IS INCORPORATED HEREIN BY REFERENCE.

DEFENDANT'S ADDRESSES:

Brookline Forest, Inc.
Attention: John H. Eason
3940 Montclair Road, Suite 400
Birmingham, AL 35209

Service Corporation of Alabama
Attention: George Hodges
City Federal Building
2030 Second Avenue, North
Birmingham, AL 35203

Mortgagee as shown in the
attached mortgage, marked as
Exhibit B, and incorporated
herein by reference.

Cahaba Title, Inc.
Attn.: James or Martha Furguson
2121 Heath Drive
Birmingham, AL 35243

Mortgagee as shown in the
attached mortgage, marked as
Exhibit C, and incorporated
herein by reference.

Security Union Title & Insurance Co.,
formerly known as Safeco Title and
Insurance Co.
Attention: Barry C. Leavell
555 South Perry Street
Suite 304
Montgomery, AL 36104

Mortgagee as shown in the
attached mortgage, marked
as Exhibit C, and incor-
porated herein by refer-
ence.

Annette Skinner, Tax Collector.
Shelby County Courthouse
Shelby County, AL

Tax Collector

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that this Court will make and enter an Order setting the day for hearing of this Complaint and cause notice of this Complaint and notice of the day set for hearing to be issued to the above-named Defendants all as provided by law and the rules of this Honorable Court, and that upon final hearing of this Complaint, this Court will order and decree that the Plaintiff is entitled to acquire said lands or interest in lands for the public purposes herein set forth; and that this Court will appoint appraisers to ascertain and report the damages occasioned by such taking, and the compensation to be allowed the Defendants for such taking; and will make and enter in this cause all such other, further and different orders and decrees as it deems necessary in the premises.

STATE OF ALABAMA

BY:

Ronald E. Jackson
RONALD E. JACKSON
Special Assistant Attorney
General for the State of
Alabama

OF COUNSEL:

RONALD E. JACKSON
Attorney at Law
P. O. Box 66
Pelham, AL 35124
(205) 663-7000

Filed this 16 day of Feb 1989
TOMMY A. SHERMAN JR.
Judge of Probate

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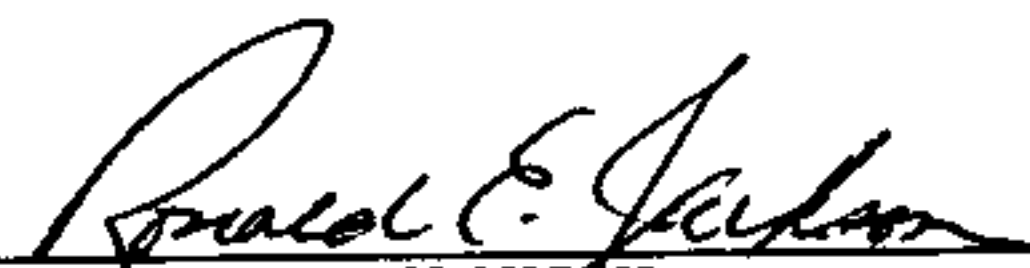
BOOK

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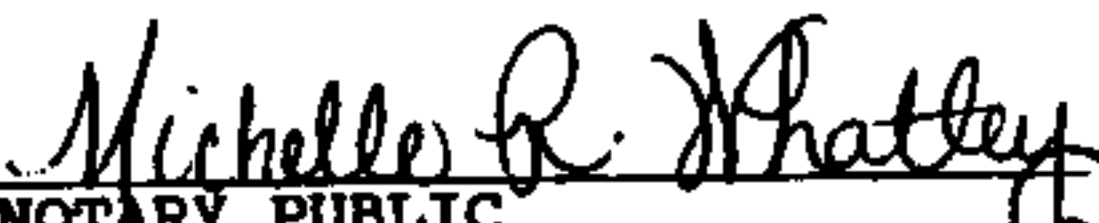
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STATE OF ALABAMA)
)
SHELBY COUNTY)

Before me the undersigned authority in and for said County in said State, personally appeared Ronald E. Jackson, who is known to me and who, being by me first duly sworn, deposes and says that he is a Special Assistant Attorney General of the State of Alabama, and as such is authorized to make this affidavit, that he has read the above and foregoing Complaint for Condemnation, and that the averments of fact contained therein are true and correct.


RONALD E. JACKSON

Sworn to and subscribed before me on this the 16 day of February, 1989.


NOTARY PUBLIC
My Commission expires: 8-2-92

Filed this 16th day of Feb. 19 89
THOMAS A. SNOWDEN JR.
Judge of Probate

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ATTACHMENT A-1

TRACT 1
(ONE TRACT ONLY)

As shown on the right of way map of Project No. M-9802(55) as recorded in the Office of the Judge of Probate of Shelby County, Alabama.

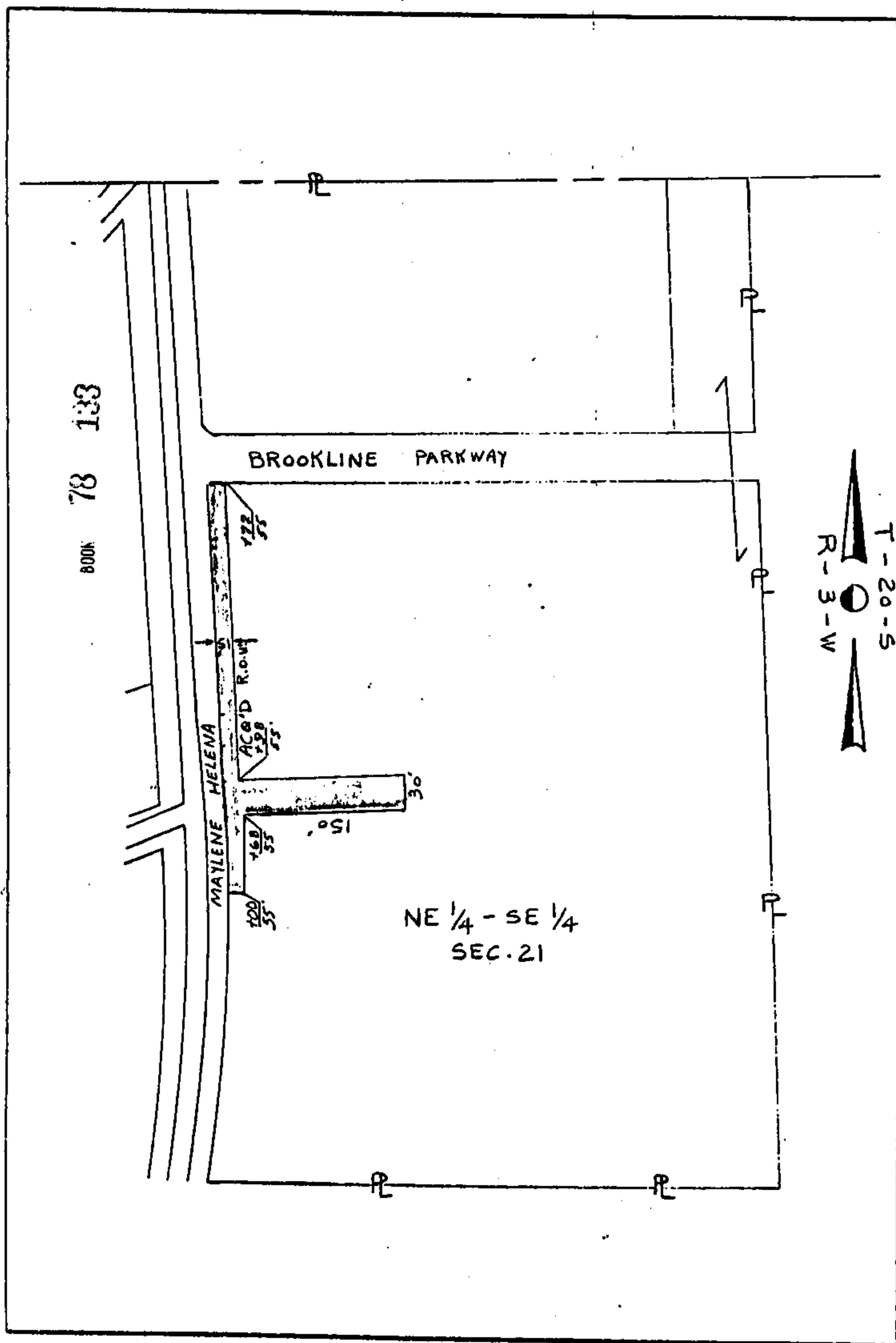
A permanent easement to a strip of land necessary for drainage and being more fully described as follows: Beginning at the intersection of the present east right of way of County road No. 17 and the present south side of a drive; thence easterly along said present south side a distance of 15 feet, more or less, to a point that is 55 feet easterly of and at right angles to the centerline of Project No. M-9802(55), base line of said County Road, at Station 3+72; thence southerly, parallel with the centerline of said project, a distance of 274 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 150 feet; thence southerly, parallel with the centerline of said project a distance of 30 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 150 feet; thence turn an angle of 90 degrees 00 minutes to the left and run, parallel with the centerline of said project, a distance of 68 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 15 feet to the said present east right of way line; thence northerly along said present east right of way line a distance of 372 feet, more or less, to the point of beginning.

Said strip of land lying in the NE1/4 of the SE1/4 Section 21, T-20-S, R-3-W and containing 0.23 acre, more or less.

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Attachment A-2



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BOOK 78 133

T-20-S
R-3-W

NE 1/4 - SE 1/4
SEC. 21

TRACT NUMBER 1 STATE OF ALABAMA HIGHWAY DEPARTMENT
OWNER: BROOKLINE FOREST, INC. PROJECT NUMBER M-9802(55)
TOTAL ACREAGE: 18.70 COUNTY SHELBY
R/W REQUIRED: 0.23
REMAIN 18.47

E h i b i t B

WITNESSETH:

THIS INSTRUMENT WAS PREPARED BY:
WILLIAM E. MURPHY
2010 City Federal Building
Birmingham, Alabama 35203

WITNESSETH:

STATE OF ALABAMA

SHELBY COUNTY

THIS INDENTURE, made and entered into on this the 19th day of August, 1982, by and between Brook Line, an Alabama General Partnership composed of Thompson Investment Corporation and Chenault-Bone Realty Co., Inc., (hereinafter referred to as "Mortgagor") and Service Corporation of Alabama, a Alabama Corporation, with its principal office in Birmingham, Jefferson County, Alabama (hereinafter referred to as "Mortgagee"),

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee for money loaned, as evidenced by promissory note of even date herewith, in the amount of Six Hundred Thousand and 00/100 (\$600,000.00) Dollars (the Note); and,

WHEREAS, Mortgagor is desirous of securing the prompt payment of the indebtedness evidenced by the Note, and the principal and interest therein provided for; and,

WHEREAS, Mortgagor may hereafter become indebted to said Mortgagee for additional sums loaned and/or on account of indebtedness which may accrue to Mortgagee on account of any future payments, advances or expenditures made by Mortgagee under the provisions of this mortgage; and Mortgagor wishes to execute this conveyance for the security and enforcement of the payment both of said present and any such future indebtedness;

NOW, THEREFORE, in consideration of said premises, the disbursement to Mortgagor of the aforesaid sum of Six Hundred Thousand and 00/100 (\$600,000.00) Dollars, to secure the prompt payment of said indebtedness with interest thereon, and the payment of any further sum or sums for which Mortgagor may hereafter become indebted to Mortgagee under the provisions hereof or otherwise, and further to secure the performance of the covenants, conditions and agreements hereinafter and in the Note set forth, Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey to Mortgagee, its successors

enclosed in a post paid envelope (a) addressed to such person or persons, or their heirs or successors, at his, their or its address last known to Mortgagee or (b) addressed to the street address of the Premises hereby conveyed.

13. Any indulgence or departure at any time by the Mortgagee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by the Mortgagor.

14. The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, including general and limited partnerships, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto.

15. If any part of any provision of this mortgage or any other agreement, document, or writing given pursuant to or in connection with this mortgage shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any affecting the remaining parts of said provision or the remaining provisions of said instrument.

16. This mortgage, the Note and all of the instruments secured hereby, and the interpretation and enforcement thereof shall be governed by the laws of the State of Alabama.

17. In the event of a transfer of title of the Premises without the prior written consent of Mortgagee to such transfer, the entire principal sum secured hereby together with the interest thereon shall, at the option of Mortgagee, be due and payable, which consent shall not be unreasonably withheld.

18. Notwithstanding any other provision contained in this Mortgage or the Note, Mortgagor shall have no obligation or liability for the payment of the Note beyond Mortgagor's interest in Premises, including the rents, issues and profits thereof and the proceeds from a foreclosure sale of Premises. By the acceptance of the Note and this Mortgage, Mortgagee agrees that in the event of a default hereunder, Mortgagee will rely solely on Premises for payment of the Note and will not seek other recourse against Mortgagor for any deficiency remaining after a foreclosure and sale of Premises. The foregoing provisions concern the personal liability of Mortgagor and do not in any manner, and shall not be interpreted or construed in any manner to affect or impair the rights of Mortgagee to pursue any remedy which it may have under this Mortgage or the right, title and interest of Mortgagee in Premises, or any rights under any separate personal guaranty agreements.

IN WITNESS WHEREOF, The Mortgagor has hereunto set its hand and seal to this Mortgage, on this, the 17th day of August, 1982.

BROOK LINE, An Alabama General Partnership

BY: Gary J. Thompson (L.S.)
GARY J. THOMPSON, President
Thompson Investment Corporation,
General Partner

Robert E. Thompson
Witness

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78 135

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BY: Ben L. Chenault
BEN L. CHENAULT, President
Chenault-Bone Realty Co., Inc.,
General Partner

Robert E. Thompson
Witness

ACKNOWLEDGEMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, ROBERT E. THOMPSON a Notary Public in and for said County in said State, hereby certify that Gary L. Thompson, whose name as President of Thompson Investment Corporation, General Partner of Brook Line, an Alabama General Partnership, and Ben L. Chenault, President of Chenault-Bone Realty Co., Inc., General Partner of Brook Line, an Alabama General Partnership, 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, they, as such officers and General Partners, and with full authority, executed the same voluntarily for and on behalf of their respective companies and for the General Partnership.

Given under my hand and official seal this 19TH day of August, 1982.
Robert E. Thompson
Notary Public

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Part of the NW of SW of Section 22, and part of the SE of Section 21, all in Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the southwest corner of the SW of SW of said Section 22, run in an easterly direction along the south line of said 4-4 section for a distance of 575.73 feet to the centerline of Hillsboro Branch being the southwest corner of that tract of land as described in Deed Book 252, Page 387, in the Office of the Judge of Probate Shelby County, Alabama; thence turn an angle to the left of 69 deg. 14 min. and run in a northeasterly direction along the centerline of said branch for a distance of 264.60 feet; thence turning an angle of 2 deg. 25 min. 30 sec. to right in northeasterly direction along the centerline of said branch 179.95 feet; thence turning an angle of 11 deg. 35 min. to the left in northeasterly direction along center line of said branch 154.12 feet; thence turning an angle of 8 deg. 34 min. to the left in northerly direction along the center line of said branch 214.52 feet; thence turning an angle of 3 deg. 03 min. to the right in northerly direction along the center line of said branch 338.29 feet; thence turning an angle of 10 deg. 22 min. 30 sec. left in northerly direction 270.35 feet; thence turning an angle of 9 deg. 21 min. 30 sec. to the right in northerly direction 311.86 feet; thence turn an angle to the right of 2 deg. 21 min. and run in a northeasterly direction for a distance of 88.68 feet to an existing iron pin; thence turn an angle to the left of 11 deg. 12 min. 05 sec. and run in a northerly direction for a distance of 71.79 feet to a point in the centerline of said branch; thence turn an angle to the right of 19 deg. 48 min. 25 sec. and run in a northeasterly direction along said centerline of said branch for a distance of 115.71 feet; thence turn an angle to the left of 6 deg. 48 min. 50 sec. and run in a northerly direction for a distance of 104.59 feet; thence turn an angle to the right of 9 deg. 39 min. 10 sec. and run in a northeasterly direction along centerline of said branch for a distance of 107.51 feet; thence turn an angle to the left of 9 deg. 51 min. 50 sec. and run in a northerly direction along the centerline of said branch for a distance of 76.59 feet; thence turn an angle to the right of 8 deg. 37 min. 25 sec. and run in a northeasterly direction along the centerline of said branch for a distance of 201.15 feet; thence turn an angle to the left of 27 deg. 10 min. 40 sec. and run in a northwesterly direction along the centerline of said branch for a distance of 29.99 feet, more or less, to a point on the southwesterly right-of-way line of Roy Drive; thence turn an angle to the left and run in a northwesterly direction along said southwest right-of-way line of Roy Drive for a distance of 420 feet, more or less, to a point of intersection with the north line of the NW of SW of said Section 22; thence turn an angle to the left and run in a westerly direction along said north line of NW of SW for a distance of 470 feet, more or less, to an existing 3" capped iron pipe; thence turn an angle to the left of 0 deg. 03 min. 24 sec. and run in a westerly direction along the north line of the NE of SE of Section 21 for a distance of 1286.95 feet to an iron pin being on the east right-of-way line of Shelby County Road #17; thence turn an angle to the left of 81 deg. 48 min. 56 sec. and run in a southerly direction along the east right-of-way line of Shelby County Road #17 for a distance of 89.42 feet; thence turn an angle to the left of 11 deg. 13 min. 11 sec. and run in a southerly direction along said east right-of-way line for a distance of 803.81 feet; thence continue along east right-of-way line in a southerly direction for a

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distance of 1286 feet, more or less, to an existing iron pin marking the corner of that tract of land owned by Southern Natural Gas Company; thence turn an angle to the left of 88 deg. 46 min. 30 sec. and run in a northeasterly direction for a distance of 69.85 feet to an existing concrete monument being the most northerly corner of said Southern Natural Gas Company tract; thence turn an angle to the right of 90 deg. and run in a southeasterly direction for a distance of 100.16 feet to an existing concrete monument; thence turn an angle to the right of 90 deg. and run in a southwesterly direction for a distance of 67.55 feet to a point on the east right-of-way line of Shelby County Road #17; thence turn an angle to the left of 88 deg. 12 min. 35 sec. and run in a southeasterly direction along said east right-of-way line for a distance of 61.32 feet to an existing iron pin; thence turn an angle to the left of 64 deg. 55 min. 25 sec. and run in a southeasterly direction for a distance of 763.22 feet to an existing iron pin; thence turn an angle to the right of 42 deg. 31 min. 44 sec. and run in a southeasterly direction for a distance of 502.42 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING:
Part of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Beginning at the southeast corner of said 4-4 section, run in a northerly direction along the east line of said 4-4 section for a distance of 114.98 feet to a point of intersection with the east right-of-way line of Shelby County Road #17; thence turn an angle to the left of 166 deg. 40 min. 38 sec. and run in a southwesterly direction along said east right-of-way line for a distance of 117.67 feet, more or less, to a point of intersection with the south line of said 4-4 section; thence turn an angle to the left of 102 deg. 19 min. 07 sec. and run in an easterly direction along said south line of said 4-4 section for a distance of 27.12 feet, more or less, to the point of beginning.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED *Reg. Tel. - 90800*
1982 AUG 19 PM 3:17 *Rec 1982*
Ad. 102
92052
NOTARY PUBLIC

MORTGAGE FORM THIS IS, FUTURE ADVANCE MORTGAGE

The State of Alabama }

SHELBY

County.

Attachment C

THIS INDENTURE, made and entered into this day of June, 1987

by and between BROOKLINE FOREST, INC., an Alabama Corporation

parties of the first part, hereinafter referred to as mortgagor, and,

CAHABA TITLE, INC., an Alabama Corporation and
SAFECO TITLE INSURANCE COMPANY, a California Corporation

party of the second part, hereinafter referred to as mortgagee,

Witnesseth:

WHEREAS, the said Brookline Forest, Inc., an Alabama Corporation
justly indebted to the party of the second part in the principal sum of ONE HUNDRED FIFTY THOUSAND AND
NO/100 DOLLARS (\$150,000.00)
as evidenced by note bearing even date herewith, payable as follows:

On demand, bearing interest as provided in said note. (This is a FUTURE ADVANCE MORTGAGE, and the said
\$ 150,000.00 indebtedness shall be advanced by mortgagee to mortgagor in accordance with a memorandum loan
agreement of even date herewith, the terms of which agreement are made a part of this mortgage.) In addition to the said
\$ 150,000.00 principal amount with interest, this mortgage shall also secure any and all other additional indebted-
ness now or hereafter owing by mortgagor to mortgagee.

NOW, THEREFORE, the parties of the first part, in consideration of the premises, and to secure the payment of said indebted-
ness and the compliance with all the stipulations herein contained, have bargained and sold, and do hereby grant, bargain, sell, alien,
and convey unto the party of the second part, its successors and assigns, the following described real estate, lying and being situated
in the town of _____ County of Shelby, State of Alabama, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

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CAHABA TITLE

TOGETHER WITH all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter
acquired by the mortgagor for the purpose of or used or useful in connection with the improvements located or to be located on
the heretofore described real estate, whether such materials, equipment, fixtures and fittings are actually located on or adjacent
to said real estate or not, and whether in storage or otherwise, whatsoever the same may be located. The personal property herein
conveyed and mortgaged shall include, without limitation, all lumber and lumber products, bricks, building stones and building
blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing
fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, pipes and piping,
ornamental and decorative fixtures, and in general all building material and equipment of every kind and character used or useful
in connection with said improvements.

Together with all the rights, privileges, tenements, and appurtenances thereto belonging or in any wise appertaining, including screen windows and doors, gas, steam, electric and other heating, lighting and cooking apparatus, elevators, ice boxes, plumbing and other fixtures appertaining to the said premises, all of which shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the said premises, and every part thereof, unto the mortgagee, its successors and assigns forever. And the undersigned covenant with the mortgagee that the undersigned are lawfully seized in fee simple of said premises and have a good right to sell and convey the same as aforesaid; that the said premises are free of all incumbrances and the undersigned will warrant and forever defend the title to the same unto the mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

And for the purpose of further securing the payment of said indebtedness, the undersigned hereby agree to pay all taxes, assessments, or other liens taking priority over this mortgage, when imposed legally upon said premises, and should default be made in the payment of same, or any part thereof, said mortgagee, at its option, may pay the same; and to further secure said indebtedness first above named, and every portion thereof, the undersigned agree to keep said property continuously insured in such manner and in such

companies as may be satisfactory to the mortgagee, for at least \$_____ against loss by fire and \$_____ against loss by tornado, with loss, if any, payable to said mortgagee, as its interest may appear, and if the undersigned fail to keep said property insured as above specified, then the mortgagee may, at its option, insure said property for its insurable value against loss by fire and tornado, for its own benefit, the proceeds from such insurance, if collected to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or, at the election of the mortgagee, may be used in repairing or reconstructing the premises; all amounts so expended by said mortgagee for insurance, or for the payment of taxes, assessments, or any other prior liens, shall become a debt due and at once payable, without demand upon or notice to any person, to said mortgagee, additional to the indebtedness hereby specially secured, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by said mortgagee, and at the election of the mortgagee, and without notice to any person, the mortgagee may declare the entire indebtedness secured by this mortgage due and payable, and this mortgage subject to foreclosure, and same may be foreclosed, as hereinafter provided.

The undersigned agree to take good care of the premises above described, and not to commit or permit any waste thereon, and to keep the same repaired, and at all times to maintain the same in as good condition as they now are, reasonable wear and tear alone excepted.

The undersigned agree that no delay or failure of the 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 its right to exercise such option, or to declare such foreclosure, either as to any past or present default, and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except as evidenced in writing, signed by the undersigned, and by the mortgagee, by an officer thereof.

After any default on the part of the mortgagor the mortgagee shall, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this mortgage, be entitled, as a matter of right, to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues and profits of said premises, which power to lease and control the said premises, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, That if the mortgagor pays said note and any renewals or extensions thereof, and all other indebtedness secured by this mortgage, and reimburses said mortgagee for any amount it may have expended in payment of taxes and insurance or other liens, and interest thereon, and shall do and perform all other acts and things herein agreed to be done, this conveyance to be null and void; but should default be made in the payment of any sum expended by the said mortgagee under the authority of any of the provisions of this mortgage, or should said indebtedness hereby secured, and any renewals or extensions thereof, or any part thereof, or any interest thereon, remain unpaid at maturity, or should the interest of said mortgagee in said property be, come endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or should any law, either Federal or State, be passed imposing or authorizing the deduction of any specific tax upon this mortgage or the debt 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 premises shall be chargeable against the owner of said mortgage, or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction, then, in any one of said events, the whole of the indebtedness hereby secured, or any portion or part of same as may not at said date have been paid, with interest thereon, shall at once become due and payable at the option of said mortgagee, and this mortgage be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages; and the mortgagee shall be authorized to take possession of the premises hereby conveyed, and after giving twenty-one days' notice by publication once a week for three consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published in the County wherein said property is located, to sell the same in front of the Courthouse door of the County wherein said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of said 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 may then be necessary to expend, in paying insurance, taxes and other incumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, 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 mortgagor.

And the undersigned further agree that said mortgagee, its successors, or assigns, may bid at any sale had under the terms of this mortgage, and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's fee to said mortgagee, its successors or assigns, for the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction, said fee to be a part of the debt hereby secured, and the purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money.

In the event of a sale hereunder, the mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the undersigned a good and sufficient deed to the property sold.

The undersigned agree that the debt hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided, at the option of the holder hereof, when and if any statement of lien is filed under the statutes of Alabama relating to the liens of mechanics and materialmen, without regard to form and contents of such statement, and without regard to the existence or non-existence of the debt, or any part thereof, or of the lien, on which such statement is based.

Plural or singular words used herein to designate the undersigned, the parties of the first part, shall be construed to refer to the maker or makers of this mortgage, whether one or more persons, or a corporation; and all covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned, and every option, right and privilege herein reserved or secured to the mortgagee, shall inure to the benefit of its successors and assigns.

The said indebtedness of \$ 150,000.00 which is secured hereby is being advanced by mortgagee to mortgagor in accordance with a XXXXXXXX loan agreement of even date herewith, the terms of which agreement are incorporated as a part hereof. In the event of default in the terms of said agreement, or any other contract or agreement between mortgagor and mortgagee, such default shall be an event of default entitling the mortgagee herein to foreclose this mortgage in accordance with the terms hereof.

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NO 144 NO 775

IN WITNESS WHEREOF, *Raymond P. Thompson*, President, who is duly authorized and has caused the same to be signed by its Secretary on this *24th* day of *June*, 19*41*.

RAYMOND P. THOMPSON, INC.
RAYMOND P. THOMPSON
President

Raymond P. Thompson

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, on this the day and year first above written.

Witness:

(Seal)
(Seal)
(Seal)
(Seal)

1. the underrepresented individuals in and out of the country, in and between. People already that

no data provided

[illegible]

known to me to be the wife of the within named
 who, being separated, separate and apart from the husband, is the within named person, is known to me that she
 signed the name of her own free will and without any duress or coercion, and that she is the just of the husband.

On 20th March 1940, I have in presence of my lawful and official seal, this

Allegory: Fables

[illegible]

It appears therefore I have been able get my final work done at all, thus,

References

[illegible]

10-4-64 11:17 AM

[illegible]

where named as President of the United States, the

Figure number: any label and offset used that $\chi^2(Y)$ does not have, plus the

Abstract

MORTGAGE DEED

10

BOOK 249 PAGE 385
BOOK 249 PAGE 385

EXHIBIT "A"

Part of the NW 1/4 of the NE 1/4 of Section 21, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the northwest corner of said NW 1/4 section, run in an easterly direction along the north line of said NW 1/4 section for a distance of 22.26 feet, more or less, to an existing iron pin being the northwest corner of that certain parcel of land owned by Hamilton, An Alabama General Partnership, being the point of beginning; thence continue along said north line for a distance of 170.00 feet; thence turn on an angle to the right of 90° and run in a southerly direction for a distance of 1,225.00 feet; thence turn on an angle to the right of 90° and run in a westerly direction for a distance of 100.00 feet, more or less, to a point on the east right of way line of Shelby County Highway #12; thence turn on an angle to the right and run in a southerly direction along said east right of way line for a distance of 1,110.22 feet to an existing iron pin; thence turn on an angle to the right of 11° 31' 11" and run in a southeasterly direction for a distance of 89.42 feet, more or less, to the point of beginning, LESS AND EXCEPT any part of the above description lying in the NW 1/4 of NE 1/4 of said section.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS IN SAME:

The following is a description of a parcel of land situated in the NE 1/4 of the NE 1/4 of Section 21, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Run the Northwest corner of the NE 1/4 of the SE 1/4 of Section 21, Township 20 South, Range 1 West, Shelby County, Alabama, run east along the north line of said NE 1/4 of SE 1/4 for a distance of 22.26 feet, more or less, to an existing iron pin on the east right of way line of Shelby County Road No. 12, said existing iron pin also being the point of beginning; thence continue along said east right of way line for a distance of 537.85 feet; thence turn on an angle to the right of 90 deg. and run in a southerly direction for a distance of 100 feet; thence turn on an angle to the right of 90 deg. and run in a westerly direction for a distance of 534.66 feet to the beginning of a curve to the right, said curve having a central angle of 94 deg. 33 min. 53 sec. and a radius of 25 feet; thence turn on an angle to the right and run along the arc of said curve for a distance of 37.81 feet to a point on the east right of way line of Shelby County Road No. 12, said point also being the end of said curve; thence run in a southerly direction along said east right of way line of Shelby County Road No. 12 for a distance of 148.26 feet; thence turn on an angle to the right of 11 deg. 31 min. 11 sec. and run in a southeasterly direction for a distance of 89.42 feet to the point of beginning; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

1. Miller 1
2. Miller 1
3. Miller 1
4. Miller 1

89 AUG -3 PM 9:58

JUDGE OF PROBATE

1. Deed Tax	\$	<u>X</u>
2. Mtg. Tax		<u>X</u>
3. Recording Fee		<u>40.00</u>
4. Indexing Fee		<u>5.00</u>
TOTAL		<u>46.00</u>