847

This instrument was prepared by

(Name) David F. Byers, Jr. c/o Wallace, Brooke & Byers

(Address) 2000 SouthBridge Parkway, Suite 525, Birmingham, Alabama 35209

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,

DAVID F. BYERS, a married man

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

SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, as Trustee of Anesthesiologists Associates, P.A. Pension and Profit Sharing Plans - Roy T. Preston, M.D. IMA

(hereinafter called "Mortgagee", whether one or more), in the sum of Two Hundred Fifty Thousand and no/100-- Dollars ($ 250,000.00), evidenced by

a Note executed by Mortgagor in favor of Mortgagee in the amount of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) dated July 22, 1988.

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,

David F. Byers

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:

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A parcel of land in the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of Section 5, Township 19 South, Range 1 West, more particularly described as follows:

Begin at the northeast corner of the northeast quarter of the northwest quarter of said section and run south along the east boundary of said quarter-quarter section for a distance of 71 feet, more or less, to the center line of a creek; thence run southeasterly, southerly, and southwesterly along said center line for a distance of 570 feet, more or less, to the northeast right-of-way line of U. S. Highway 280; thence run in a northwesterly direction along said right-of-way line for a distance of 490 feet, more or less, to the north boundary of said quarter-quarter section; thence run east along said north boundary for a distance of 125.83 feet to the point of beginning of the property herein described.

This Mortgage is expressly subject to the following:

1. Rights of riparian owners in and to the use of the creek flowing through the property conveyed hereby.
2. Less and except any part of subject property lying within said creek.
3. Less and except title to any and all minerals within and underlying the property, together with all mining rights and privileges relating thereto.
4. Any and all liens, charges or encumbrances of record on and as of the date of the filing of this Mortgage in the Office of the Judge of Probate of Shelby County, Alabama.

Said prope[redacted]arranted free from all incumbrances and[redacted]any adverse claims, except as stated ab[redacted]

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

David F. Byers

has
~~XXXX~~ hereunto set his signature and seal, this 12th day of August, 1988

[signature] (SEAL)

______________________ (SEAL)

______________________ (SEAL)

______________________ (SEAL)

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THE STATE of Alabama
Jefferson COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that David F. Byers

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

Given under my hand and official seal this 12th day of August, 1988

Donna Lynn Shaer Notary Public.

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

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

89 AUG 16 AM 11:07

[signature]
JUDGE OF PROBATE

1. Deed Tax
2. Mtg Tax 375.00
3. Recording Fee 5.00
Cert 1.00
4. Indexing Fee 3.00
TOTAL 384.00

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE — ABSTRACTS
Birmingham, Alabama