

## The State of Alabama }

SHELBY

County.

THIS INDENTURE, made and entered into this 7<sup>TH</sup> day of NOVEMBER, 1989

by and between

LORING S. JONES, III, AS TRUSTEE OF SOUTH OAK TRUST

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

DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership

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

**Witnesseth:**

WHEREAS, the said LORING S. JONES, III, AS TRUSTEE OF SOUTH OAK TRUST  
justly indebted to the party of the second part in the principal sum of Two Million Nine Hundred Twenty-Six  
Thousand Eight Hundred Twenty-Two and 52/100 Dollars (\$2,926,822.52)  
as evidenced by note bearing even date herewith, payable as follows:

~~with interest thereon from date hereof at the rate of \_\_\_\_\_ per centum per annum, as evidenced by separate interest notes.~~

NOW, THEREFORE, the parties of the first part, in consideration of the premises, and to secure the payment of said indebtedness 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 Exhibit A attached hereto and incorporated herein by reference.

THIS IS A PURCHASE MONEY FIRST MORTGAGE GIVEN TO SECURE THE UNPAID BALANCE  
of the purchase price for the hereindescribed property

This instrument was prepared by and upon recording  
should be returned to:

Stephen R. Monk  
Daniel Corporation  
P.O. Box 385001  
Birmingham, AL 35238-5001

*Loring S. Jones III*

Mortgagor hereby covenants and agrees that Mortgagor shall not permit or otherwise cause or allow to occur, without the prior written consent of Mortgagee, the sale, transfer, conveyance, lease, assignment, encumbrance, pledge or other disposition of the mortgaged property or any portion thereof, or any interest, either legal or beneficial, in Mortgagor. As a condition to Mortgagee's approval of any of the foregoing, Mortgagee may require payment in full of all indebtedness evidenced by the Note and secured by this Mortgage. In the event any of the provisions set forth herein are violated in any respect, the entire unpaid principal balance of the Note, together with all interest, if any, accrued thereon, and all other sums secured by or due with respect to the Mortgage shall become immediately due and payable without notice to Mortgagor and such sums shall be recoverable by Mortgagee forthwith or any time thereafter, without stay of execution or other process, and Mortgagee shall be entitled to exercise all rights and remedies provided herein or in the Note in the case of any default by Mortgagor in the observance of or compliance with any of the terms and conditions of this Mortgage or the Note. ,

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Together with all the rights, privileges, tenements, and appurtenances thereunto 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 forfeiture, 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 become 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 imposition 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.

This mortgage is intended to and does secure the payment of any renewal of said indebtedness, and also any and all other indebtedness of the Mortgagor to the Mortgagee, in existence at the time of the execution of this mortgage or contracted after the date of the execution of this mortgage and before the payment of the specific indebtedness hereinabove recited, provided that the total indebtedness secured hereby shall not exceed the face amount hereof.

\* or should mortgagor violate, breach or fail to perform any covenant, promise or agreement set forth in this Mortgage or in the Note secured hereby

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

Witnesses:

 (Seal)  
LORING S. JONES, III, A TRUSTEE OF  
SOUTH OAK TRUST (Seal)  
(Seal)  
(Seal)

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STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that

whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this

Notary Public.

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that

on this day 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, without fear, constraints or threats on the part of the husband.

In Witness Whereof, I have hereunto set my hand and official seal, this

Notary Public.

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that

on this day 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, without fear, constraints or threats on the part of the husband.

In Witness Whereof, I have hereunto set my hand and official seal, this

Notary Public.

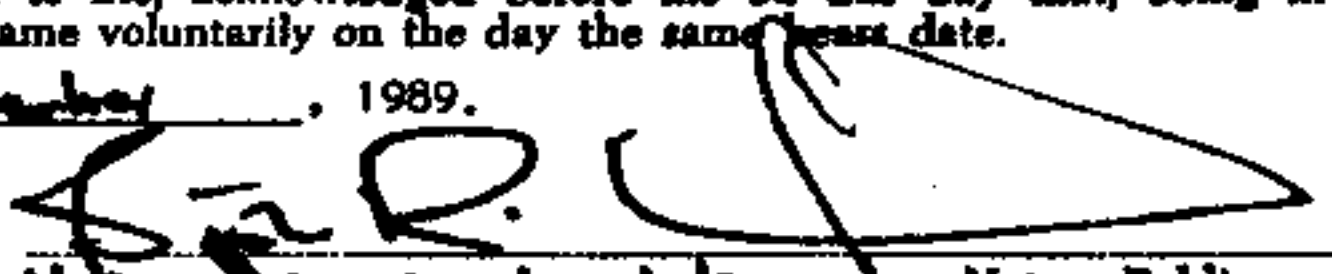
STATE OF ALABAMA,  
~~Shelby~~

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that

Loring S. Jones, III 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 7th day of November, 1989.

\* as Trustee of South Oak Trust

  
My Commission Expires 11/1/92 Notary Public.

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that

whose name as President of the

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 the 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

Notary Public.

**MORTGAGE DEED**

LORING S. JONES, III, AS TRUSTEE

OF SOUTH OAK TRUST

TO

DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP

STATE OF ALABAMA

Shelby

County

Office of the Judge of Probate

I hereby certify that the within mortgage was

filed in this office for record on the

day of \_\_\_\_\_, 19\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was duly recorded

in Volume \_\_\_\_\_ of Mortgages, at page \_\_\_\_\_

and examined.

Judge of Probate.

CASE NO. 89110013

EXHIBIT A - LEGAL DESCRIPTION

Commence at the Northwest corner of the Northwest 1/4 of Section 26, Township 18 South, Range 1 West, Shelby County, Alabama; - thence South 1 degree, 37 minutes, 07 seconds West on the West boundary of said Northwest 1/4 for a distance of 975.59 feet to a point on the North boundary of the Harry B. Brock, Jr. property; thence with an interior angle of 40 degrees, 59 minutes, 02 seconds to the right run in a Northeasterly direction and on the North line of said Harry B. Brock, Jr. property a distance of 205.20 feet to a point; thence with an interior angle of 234 degrees, 18 minutes, 03 seconds to the right run in an Easterly direction on the North line of said Harry B. Brock, Jr. property a distance of 466.16 feet to a point; thence with an interior angle of 202 degrees, 10 minutes, 10 seconds to the right run in a Southeasterly direction on the North line of said Harry B. Brock, Jr. property a distance of 812.49 feet to a point; thence with an interior angle of 187 degrees, 43 minutes, 54 seconds to the right run in a Southeasterly direction on the North boundary of said Harry B. Brock, Jr. property a distance of 779.77 feet to a point on the Northwest right of way of Dunnivant Valley Road, County road No. 41; thence North 36 degrees, 48 minutes, 15 seconds East on the Northwest right of way of said Dunnivant Valley Road a distance of 2824.58 feet to the point of curve; thence Northeasterly along a curve to the right, said curve having a central angle of 8 degrees, 39 minutes, 03 seconds and a centerline radius of 11459.15 feet, a chord distance of 1734.54 feet to the point of tangent; thence North 45 degrees, 27 minutes, 27 seconds East on the Northwest right of way of said Dunnivant Valley Road a distance of 890.55 feet to a point; thence North 0 degrees, 55 minutes, 07 seconds East on the East boundary of Section 23, Township 18 South, Range 1 West, a distance of 2755.71 feet to the Northeast corner of said section; thence North 88 degrees, 42 minutes, 43 seconds West on the North boundary of said Section 23, a distance of 1323.04 feet to a point; thence North 2 degrees, 30 minutes, 36 seconds East on the East boundary of the West 1/2 of the Southeast 1/4 of Section 14 a distance of 2184.26 feet to a point; thence South 33 degrees, 22 minutes, 59 seconds West a distance of 2577.73 feet to a point, said point being the Southwest corner of the Southeast 1/4 of said Section 14; thence South 34 degrees, 53 minutes, 05 seconds West a distance of 4795.61 feet to a point on the West boundary of said Section 23 and being the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 23; thence South 1 degree, 23 minutes, 49 seconds West on the West boundary of said Southwest 1/4 of the Southwest 1/4 a distance of 1331.51 feet to the point of beginning. Situated in Shelby County, Alabama.

All lying and being in the North 1/2 of Section 26, in Section 23, and in the West 1/2 of the Southeast 1/4 of Section 14, Township 18 South, Range 1 West, Shelby County, Alabama.

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

STEWART TITLE  
GUARANTY COMPANY

99C (500M 4-89)

89 NOV -8 PM 3: 88

*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE

|                           |    |          |
|---------------------------|----|----------|
| 1. Deed Tax -----         | \$ | 4,390.35 |
| 2. Mtg. Tax -----         | \$ | 12.50    |
| 3. Recording Fee -----    | \$ | 3.00     |
| 4. Indexing Fee -----     | \$ |          |
| 5. No Tax Fee -----       | \$ |          |
| 6. Certified Stamp Fee -- | \$ | 1.00     |
| Total -----               | \$ | 4,406.85 |