

This instrument was prepared by

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Form 1-1-22 Rev. 1-48

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

RUSHING CORPORATION, a Close Corporation

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

LONNIE B. WELCH and MYRTICE E. WELCH

(hereinafter called "Mortgages", whether one or more), in the sum

of ONE HUNDRED THIRTY THOUSAND AND NO/100----- Dollars
(\$ 130,000.00), evidenced by Promissory Note bearing 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, RUSHING CORPORATION, a Close 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 INCORPORATED BY REFERENCE HEREIN FOR LEGAL DESCRIPTION.

ALL UNPAID PRINCIPAL AND INTEREST EVIDENCED BY THE NOTE SECURED BY THIS MORTGAGE SHALL BE AT ONCE DUE AND PAYABLE UPON THE SALE OF THE PROPERTY DESCRIBED IN THIS MORTGAGE.

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN FOR ADDITIONAL TERMS AND CONDITIONS.

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 Mortgagee 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 agrees that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agrees 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 RUSHING CORPORATION, a Close Corporation, by its President, Lance G. Rushing

have hereunto set his signature and seal, this 5th day of September, 19 90

RUSHING CORPORATION, a Close (SEAL)

CORPORATION (SEAL)

BY *Lance G. Rushing* (SEAL)

Lance G. Rushing, Its President (SEAL)

THE STATE of FLORIDA

DADE

COUNTY

I, hereby certify that

, a Notary Public in and for said County, in said State,

whose name signed to the foregoing conveyance, and who that being informed of the contents of the conveyance Given under my hand and official seal this

known to me acknowledged before me on this day, executed the same voluntarily on the day the same bears date, day of , 19

Notary Public.

THE STATE of FLORIDA

DADE

COUNTY

I, the undersigned hereby certify that Lance G. Rushing

, a Notary Public in and for said County, in said State,

whose name as President of Rushing Corporation, a Close Corporation 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 5th day of September, 19 90

Edm R. Mo, Notary Public.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 14, 1994
BONDED THRU GENERAL INS. UND.

MORTGAGE DEED

TO

IS FORM FROM
e Insurance Corporation
: Guaranty Division
URANCE - ABSTRACTS

irmingham, Alabama

BOOK 399 PAGE 276

EXHIBIT "A"

A parcel of land located in the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, more particularly described as follows: Commence at the Northwest corner of said 1/4 1/4 Section; thence in an Easterly direction along the Northerly line of said 1/4 1/4 Section, a distance of 897.44 feet; thence 89 deg. 19 min. 08 sec. right, in a Southerly direction a distance of 82.27 feet; thence 54 deg. 43 min. 51 sec. right, in a Southwesterly direction a distance of 266.72 feet to the point of beginning; thence continue along last described course a distance of 157.23 feet; thence 90 deg. left, in a Southeasterly direction a distance of 180.00 feet; thence 90 deg. left, in a North-easterly direction a distance of 29.67 feet to the beginning of a curve to the left having a central angle of 75 deg. 24 min. and a radius of 104.38 feet; thence in a Northeasterly direction along the arc of said curve a distance of 137.36 feet to the end of said curve; thence Northwesterly along a line tangent to said curve, a distance of 105.34 feet to the point of beginning; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

EXHIBIT "B"RUSHING CORPORATION TO WELCHENVIRONMENTAL HAZARD MORTGAGE RIDER

THIS ENVIRONMENTAL HAZARD MORTGAGE RIDER is made this 5th day of September, 1990, and is incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned ("Mortgagor") to secure the Mortgagor's Promissory Note to LONNIE B. WELCH and MYRTICE E. WELCH ("Lender") of the same date and covering the property described in the Mortgage ("Mortgaged Property").

1. ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Mortgage, Mortgagor represents, warrants and covenants as follows:

1.1. No Hazardous Materials (hereinafter defined) will be while any part of the indebtedness secured by this Mortgage remains unpaid, contained in, treated, stored, handled, located on, discharged from, or disposed of on, or constitute a part of, the Mortgaged Property. As used herein, the term "Hazardous Materials" include without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. Sections 6901, et seq.), the Clean Water Act, as amended (33 U.S.C. Sections 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), and in the rules and regulations adopted and publications promulgated pursuant thereto, and in the rules and regulations of the Occupational Safety and Health Administration (OSHA) pertaining to occupational exposure to asbestos, as amended, or in any other federal, state or local environmental law, ordinance, rule, or regulation now or hereafter in effect;

1.2. No underground storage tanks shall be installed on or under any part of the Mortgaged Property;

1.3. Mortgagor shall give immediate oral and written notice to Lender of its receipt of any notice of a violation of any law, rule or regulation covered by this Environmental Hazard Mortgage Rider, or of any notice of other claim relating to the environmental condition of the Mortgaged Property, or of its discovery of any matter which would make the representations, warranties and/or covenants herein to be inaccurate or misleading in any respect.

Subject to the last Paragraph herein,
Mortgagor hereby agrees to indemnify and hold Lender harmless from all loss, cost, damage, claim and expense incurred by Lender on account of (i) the violation of any representation, warranty or covenant set forth in this Environmental Hazard Mortgage Rider, (ii) Mortgagor's failure to perform any obligations of this Environmental Hazard Mortgage Rider, (iii) Mortgagor's or the Mortgaged Property's failure to fully comply with all environmental laws, rules and regulations, or with all occupational health and safety laws, rules and regulations, or

BOOK 309 PAGE 278

(iv) any other matter related to environmental conditions on, under or affecting the Mortgaged Property. This indemnification shall survive the closing of the Loan, ~~payment of the Loan, the exercise of any right or remedy under any Loan Document,~~ any subsequent sale or transfer of the Mortgaged Property, and all similar or related events or occurrences.

By signing below, Mortgagor accepts and agrees to the terms and covenants contained in this Environmental Hazard Mortgage Rider.

Provided however, that notwithstanding anything contained herein to the contrary, Mortgagor's indemnity and hold harmless agreement as well as the covenants and agreements contained herein shall not survive the full payment of the Note and discharge of the Mortgage.

RUSHING CORPORATION,
A Close Corporation

BY: *Lance G. Rushing*
LANCE G. RUSHING
ITS PRESIDENT

1. Deed Tax	\$	175.00
2. Int. Tax	\$	12.50
3. Recording Fee	\$	3.00
4. Indexing Fee	\$	
5. H. Tax Fee	\$	1.00
6. Certified Fee	\$	
Total	\$	all.50

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

90 SEP 11 PM 1:06

William C. Scarborough Jr.
JUDGE OF PROBATE

BOOK 309 PAGE 279