

This Document Was Prepared By:
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USX Corporation
P. O. Box 599
Fairfield, Alabama 35064

MORTGAGE

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that whereas, Brigham/Williams & Associates, Inc., an Alabama corporation, (hereinafter called "Mortgagor", whether one or more) is justly indebted, to USX Corporation, a Delaware corporation (hereinafter called "Mortgagee," whether one or more), in the sum of Forty Seven Thousand Two Hundred Fifty Dollars (\$47,250.00), evidenced by a Promissory Note, executed by the Mortgagor in the amount of Forty Seven Thousand Two Hundred Fifty Dollars (\$47,250.00), payable to the order of Mortgagee, the terms and conditions of which are herein incorporated by this reference.

AND WHEREAS, Mortgagor agreed, in incurring said indebtedness, that this Mortgage should be given to secure the prompt payment thereof; and

WHEREAS, this Mortgage is subordinated only to the mortgage given by Mortgagor to its construction lender, as recorded in Real Volume 329, Page 72, in the Probate Office of Shelby County, Alabama.

NOW THEREFORE, in consideration of the premises, said Mortgagor, 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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1000: Mr. Olan...

Heatherwood Lot 33, Fourth Sector, as recorded
in Map Book 9, Pages 161-163 in the Probate
Office of Shelby County, Alabama, including all
improvements now or hereafter situated thereon.

TO HAVE AND TO HOLD the above granted Real Estate 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 Real Estate, 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
Real Estate 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 Real Estate 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.

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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 Real Estate become endangered by reason of the enforcement of any prior lien or encumbrance 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 Real Estate 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 Real Estate 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 encumbrances, 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 Mortgagors and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said Real Estate, 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.

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Upon Mortgagor's default and in lieu of foreclosure of said Mortgage, Mortgagee may elect to pursue all other legal remedies for payment of all sums due under the Promissory Note, including but not limited to commencing legal action to enforce the Guaranty of Payment executed by Mortgagor contemporaneously herewith.

IN WITNESS WHEREOF the Mortgagor has executed these presents on this 30 day of Jan, 1991.

ATTEST:

BRIGHAM/WILLIAMS & ASSOCIATES, INC.

Secretary

By: T. H. M.

Its: Pres. J. M. J.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, The Undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas H. Brigham, Jr., whose name as President of Brigham/Williams & Associates, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 30th day of JAN., 1991.

Wm. Helbrook
Notary Public

My Commission Expires: 4-21-92

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

91 FEB 13 AM 9:03

Thomas A. Shaw
JUDGE OF PROBATE

1. Deed Tax	20.95
2. Misc. Tax	1.30
3. Recording Fee	3.00
4. Notary Fee	1.00
5. Certified Fee	1.00
Total	87.45