

MORTGAGE

THE STATE OF ALABAMA

SHELBY

County

KNOW ALL MEN BY THESE PRESENTS: That whereas GEOFFREY M. WILDER and wife, SUSAN P. WILDER have

become justly indebted to FIRST ALABAMA BANK ~~OF~~ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ Birmingham, Alabama

hereinafter called the Mortgagee, in the principal sum of SIX HUNDRED NINE THOUSAND AND NO/100 (\$ 609,000.00 ) Dollars,

as evidenced by One (1) negotiable note of even date herewith,

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewal or extensions of same and any other indebtedness now or hereafter owed by Mortgagors to Mortgagee (except Mortgagors' home shall not secure any such other indebtedness incurred for personal, family, or household purposes) and compliance with all of the stipulations hereinafter contained, the said

Geoffrey M. Wilder and wife, Susan P. Wilder

(hereinafter called Mortgagors)

do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in

Shelby

County, State of Alabama, viz:

See Exhibit "A" Attached

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*Lange Simpson*

together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as the mortgaged property) shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, FIRST ALABAMA BANK ~~XXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ its successors and assigns forever.

And for the purpose of further securing the payment of said indebtedness the Mortgagors covenant and agree as follows:

1. That they are lawfully seized in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

Subject to all easements and restrictions of record, as set forth on attached Exhibit "A", and that certain Accommodation Mortgage executed by Mortgagors in favor of Mortgagee dated February 7, 1990, and recorded in Real Book 281, Page 898, in the Probate Office of Shelby County, Alabama, which Accommodation Mortgage Mortgagors and Mortgagee agree is subordinate to this Mortgage.

2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same.

3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and in such companies as may be satisfactory to the Mortgagee against loss by fire and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies for such insurance and will pay premiums therefor as the same become due. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagors fail to keep said property insured as above specified, the Mortgagee may insure said property for its insurable value against loss by fire and other hazards for the benefit of the Mortgagee. The proceeds of such insurance shall be paid by insurer to Mortgagee which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for all sums becoming due thereunder; said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or to be used in repairing or reconstructing the premises as the Mortgagee may elect; 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 said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate 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.

4. To take good care of the mortgaged property 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 it now is, reasonable wear and tear alone excepted.

5. 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 the right to exercise such option or to declare such forfeiture either as to past or present default on the part of said Mortgagors, and that the procurement of insurance or payment of taxes by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagors to procure such insurance or to pay such taxes, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee.

6. That they will well and truly pay and discharge any indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagors to Mortgagee whether now or hereafter incurred.

7. That after any default on the part of the Mortgagors, the Mortgagee shall, upon bill filed or other proper legal proceeding 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, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.

8. That all the covenants and agreements of the Mortgagors herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the heirs, successors or assigns of the Mortgagee.

9. 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 liens of mechanics and materialmen, without regard to the 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.

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11. Plural or singular words used herein to designate the undersigned Mortgagors shall be construed to refer to the maker or makers of this mortgage, whether one or more persons or a corporation.

Shelby

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s) this 11 day of April, 19 91

John M. Wilkin (Seal)

GEOFFREY M. WILDER

SUSAN P. WILDER

**This instrument was prepared by:**

NAME Kathryn S. Carver  
Lande, Simpson, Robinson & Somerville

NAME Lande, Simpson, Rooking & Sons, Inc.  
ADDRESS 1700 First Alabama Bank Building  
Birmingham, Alabama 35203

**SOURCE OF TITLE**

[illegible]

## CERTIFICATE

**State of Alabama)**

County)

County)  
In compliance with Act #671, Acts of Alabama, Regular Session, 1977, the owner of this mortgage hereby certifies that the amount of indebtedness presently incurred is \_\_\_\_\_ upon which the mortgage tax of \_\_\_\_\_ is paid herewith and owner agrees that no additional or subsequent advances will be made under this mortgage unless the mortgage tax on such advances is paid into the appropriate office of the Judge of Probate of \_\_\_\_\_ County, Alabama, no later than each September hereafter or an instrument evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid.

**Mortgagor:**

**Mortgages: First Alabama Bank of**

Date, Time and Volume and Page of recording as shown hereon.

**By**

**Title**

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THE STATE OF ALABAMA,  
JEFFERSON COUNTY.

I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that GEOFFREY M. WILDER and wife, SUSAN P. WILDER  
whose name s 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 12th day of April, 1991.  
Katherine H. Harty  
Exp. 3-7-92 Notary Public.

THE STATE OF ALABAMA,  
COUNTY.

I, \_\_\_\_\_, a Notary Public in and for said County, in said State,  
hereby certify that \_\_\_\_\_  
whose name \_\_\_\_\_ signed to the foregoing conveyance and who \_\_\_\_\_ known to me, acknowledged before me on this day  
that, being informed of the contents of the conveyance, \_\_\_\_\_ executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_  
Notary Public.

THE STATE OF ALABAMA,  
COUNTY.

I, \_\_\_\_\_, Notary Public in and for said County, in said State,  
hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_  
Notary Public.

1. Deed Tax 913.50  
2. Mtg. Tax 5.00  
3. Record or Fee 10.00  
4. Indexing Fee 3.00  
5. No Tax Fee 1.00  
6. Certified Fee 1.00  
Total 929.50

FILED IN NO.  
RECORDS & COPIES  
LAWSON & SONS, INC., ROBINSON & SOMERVILLE,  
1700 N. ALABAMA BANK BUILDING  
Birmingham, ALABAMA 35203

TO

MORTGAGE

THE STATE OF ALABAMA,  
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 duly record in  
Volume \_\_\_\_\_ of Mortgages, at page \_\_\_\_\_,  
and examined.  
\_\_\_\_\_  
Judge of Probate.

First Alabama Bank

RE 105 (6/87)

Exhibit "A"

PARCEL I:

A parcel of land in the East half of the NE 1/4 of Section 22, and in the NW 1/4 of the NW 1/4 of Section 23, Township 22 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the Northeast corner of said Section 22; thence run South 38 degrees 02 minutes East a distance of 663.36 feet to a Point on the Northwesternly right of way of Shelby County Highway #12, and the Point of Beginning; thence run South 40 degrees 31 minutes West along said right of way a distance of 606.10 feet; thence run South 40 degrees 22 minutes West along said right of way a distance of 647.88 feet; thence run North 59 degrees 47 minutes West a distance of 89.80 feet; thence run North 15 degrees 09 minutes West a distance of 258.44 feet; thence run North 51 degrees 45 minutes West a distance of 146.24 feet; thence run North 48 degrees 51 1/2 minutes West a distance of 127.58 feet; thence run North 49 degrees 45 minutes East a distance of 517.03 feet; thence run North 13 degrees 45 1/2 minutes West a distance of 154.41 feet to a Point on the Southerly side of an unpaved road; thence run North 38 degrees 09 minutes East along said road a distance of 270.64 feet; thence run North 50 degrees 42 1/2 minutes East along said road a distance of 233.67 feet to the P.C. of a curve to the right having a central angle of 83 degrees 25 minutes 44 seconds and a radius of 82.18 feet; thence run along the arc of said curve a distance of 119.37 feet to the P.T. of said curve; thence run South 45 degrees 51 minutes 22 seconds East along said road a distance of 500.91 feet to a Point on the Northwesternly right of way of said Shelby County Highway #12; thence run South 40 degrees 31 minutes West along said right of way a distance of 8.00 feet to the Point of Beginning.

PARCEL II:

A part of which is situated in NE 1/4 of Section 22, Township 22 South, Range 3 West and the remainder in the NW 1/4 of SE 1/4 of said Section 22, and more particularly described as follows:

Begin at the NE Corner of the SE 1/4 of NE 1/4 of Section 22 and go Westward along the North line of said 1/4 - 1/4 Section 528.22 feet to the Point of Beginning; thence at an azimuth of 344 degrees 09 minutes a distance of 46.08 feet; thence at an azimuth of 302 degrees 00 minutes a distance of 192.20 feet; thence at an azimuth of 259 degrees 37 minutes a distance of 378.00 feet; thence at an azimuth of 333 degrees 41 minutes a distance of 113.80 feet; thence at an azimuth of 255 degrees 26 minutes a distance of 124.15 feet; thence at an azimuth of 298 degrees 50 minutes a distance of 249.25 feet; thence continue in the same straight line 30 feet, more or less, to the center line of Spring Creek; thence continue in a southwesterly direction along the center line of Spring Creek about 549.00 feet to the junction of Spring and Dry Creek; thence in a Southwesterly and then in a Southeasterly direction along Dry Creek about 2237.00 feet to intersection with Northwest border of paved County Highway; thence in a Northeasterly direction along this highway border 2143.25 feet; thence at an azimuth of 299 degrees 30 minutes a distance of 89.8 feet; thence at an azimuth of 344 degrees 09 minutes a distance of 146.32 feet to Point of Beginning; situated



in Shelby County, Alabama.

PARCEL III:

Begin at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 15, Township 22 South, Range 3 West, and go North 89 degrees 50 minutes West along the North boundary of the Southeast 1/4 of said Section for 2541.27 feet to the centerline of Shoal Creek; thence down centerline of Shoal Creek as follows:

Go South 25 degrees 28 minutes 193.08 feet; thence South 36 degrees 43 minutes East for 185.74 feet; thence South 54 degrees 19 minutes East for 130.04 feet; thence South 60 degrees 57 minutes East for 115.83 feet; thence South 09 degrees 41 minutes East for 96.02 feet; thence South 26 degrees 29 minutes West for 150.38 feet; thence South 66 degrees 51 minutes West for 186.98 feet; thence South 64 degrees 58 minutes West for 230.57 feet; thence South 51 degrees 11 minutes West for 173.40 feet; thence South 09 degrees 40 minutes West for 128.15 feet; thence South 34 degrees 05 minutes West for 140.41 feet; thence North 75 degrees 18 minutes West for 215.69 feet; thence North 81 degrees 48 minutes West for 244.76 feet; thence South 70 degrees 27 minutes West for 222.41 feet; thence South 51 degrees 58 minutes West for 136.89 feet; thence South 48 degrees 34 minutes West for 188.97 feet; thence South 18 degrees 40 minutes West for 124.12 feet; thence South 06 degrees 55 minutes East for 83.51 feet; thence South 70 degrees 16 minutes East for 120.54 feet; thence South 44 degrees 28 minutes East for 137.44 feet; thence South 34 degrees 23 minutes East for 195.16 feet; thence South 52 degrees 37 minutes East for 69.45 feet; thence South 22 degrees 18.5 minutes East for 222.79 feet; thence South 01 degrees 32.5 minutes West for 212.20 feet; thence South 02 degrees 58 minutes East for 269.10 feet; thence South 04 degrees 56 minutes East for 187.44 feet; thence South 04 degrees 06 minutes West for 333.57 feet; thence South 18 degrees 01 minutes West for 279.76 feet; thence South 60 degrees 16 minutes West for 174.81 feet; thence South 40 degrees 32 minutes West for 105.31 feet; thence South 34 degrees 28 minutes West for 51.97 feet to a Point where the centerline of Shoal Creek intersects the centerline of Spring Creek; thence up the centerline of Spring Creek as follows:

Go South 89 degrees 02 minutes East for 116.63 feet; thence South 46 degrees 55 minutes East for 188.92 feet; thence South 77 degrees 07 minutes East for 313.84 feet; thence South 86 degrees 42 minutes East for 374.01 feet; thence North 75 degrees 27 minutes East for 192.62 feet; thence North 66 degrees 14 minutes East for 139.57 feet; thence North 89 degrees 56 minutes East for 121.59 feet; thence South 60 degrees 02 minutes East for 183.36 feet; thence South 85 degrees 08 minutes East for 145.87 feet; thence South 57 degrees 31 minutes East for 243.81 feet to a Point where the centerline of Spring Creek intersects the centerline of Dry Creek; thence continue up the CL of Spring Creek as follows:

Go North 56 degrees 31 minutes East for 185.45 feet; thence North 57 degrees 52 minutes East for 232.22 feet; thence North 25 degrees 45 minutes East for 130.80 feet; thence North 03 degrees 16 minutes West for 84.43 feet; thence North 28 degrees 01 minutes East for 171.10 feet; thence North 14 degrees 27 minutes East for 101.80 feet; thence North 42 degrees 15

minutes East for 116.99 feet; thence departing from the centerline of Spring Creek go South 51 degrees 33 minutes East for 643.83 feet; thence South 48 degrees 51.5 minutes East for 42.34 feet; thence North 49 degrees 54 minutes East for 248.00 feet; thence North 33 degrees 53 minutes West for 100.82 feet; thence North 71 degrees 02 minutes West for 138.69 feet; thence North 03 degrees 58 minutes West for 90.75 feet; thence North 25 degrees 04 minutes West for 30.00 feet to the centerline of an existing chert road thence along said centerline as follows:

Go North 64 degrees 56 minutes East for 79.91 feet; thence North 74 degrees 6.5 minutes for 135.53 feet; thence North 75 degrees 07 minutes East for 117.89 feet; thence North 83 degrees 53 minutes East for 42.82 feet; thence North 38 degrees 09 minutes East for 261.30 feet; thence North 50 degrees 42.5 minutes East for 3.30 feet; thence North 39 degrees 18 minutes West for 30.00 feet to a Point on the North boundary of said road; thence North 39 degrees 18 minutes West for 550.50 feet to the centerline of said Spring Creek; thence up the centerline of Spring Creek as follows:

Go North 28 degrees 10 minutes East for 126.68 feet; thence North 40 degrees 12.5 minutes East for 391.61 feet; thence South 59 degrees 48.5 minutes East for 289.0 feet; thence North 41 degrees 45.5 minutes East for 50.45 feet to the East boundary of Section No. 15; thence North 03 degrees 17 minutes West along said East Boundary or 628.00 feet to an existing iron pin; thence North 02 degrees 51 minutes West along said East boundary 1539.35 feet to the Point of Beginning.

#### Parcel IV

A portion of the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SW 1/4 and the SE 1/4 of the NW 1/4 of Section 22, Township 22 South, Range 3 West, described as follows:

Commence at the NE corner of the SE 1/4 of the NW 1/4 of Section 22 and go 50 degrees 55 minutes East along the East boundary of said Quarter - Quarter Section for 367 feet to the point of beginning, thence South 84 degrees 15 1/2 minutes East for 653.77 feet to the center line of Dry Creek; thence up the center of Dry Creek as follows:

Go South 35 degrees 20 minutes West for 237.90 feet; thence South 29 degrees 13 minutes West for 205 feet; thence South 48 degrees 36 minutes West for 231.67 feet; thence South 44 degrees 10 minutes West for 297 feet; thence South 1 degree 08 minutes East for 141.51 feet; thence South 37 degrees 56 minutes East for 137.23 feet; thence South 74 degrees 07 minutes East for 134.20 feet; thence South 51 degrees 32 minutes East for 191.17 feet; thence South 77 degrees 48 minutes East for 255.59 feet to the Northwesterly boundary of Spring Creek Road; thence South 52 degrees 56 1/2 minutes West along said boundary 614.14 feet; thence South 52 degrees 59 minutes West along said boundary 326.73 feet to the intersection of the Northwesterly boundary of Spring Creek Road and the Northeasterly boundary of Overland Road, thence along the Northeasterly boundary of Overland Road as follows:

Go North 39 degrees 32 1/2 minutes West for 503.98 feet; thence North 80 degrees 56 minutes West for 295.15 feet; thence South 57 degrees 40 1/2 minutes

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West for 122.56 feet; thence North 79 degrees 29 1/2 minutes West for 221.88 feet; thence North 36 degrees 39 1/2 minutes West for 234.70 feet; thence North 34 degrees 54 minutes West for 86.63 feet to the Southeasterly boundary of Jones Property; thence North 46 degrees 12 minutes East along said Southeasterly boundary for 1693.40 feet to the point of beginning; all being situated in Shelby County, Alabama.

SUBJECT TO:

1. Ad valorem taxes for the year 1991 and taxes for all subsequent years.
2. Coal, oil, gas and other mineral interests in, to or under the land herein described. (All parcels)
3. Rights of way to Alabama Power Company as recorded in Volume 136, page 273; Volume 146, page 318; Volume 211, page 444; Volume 211, page 446; Volume 225, page 276; and Volume 326, page 695 in the Probate Office of Shelby County, Alabama. (Parcel II)
4. Rights of way to Alabama Power Company as recorded in Volume 101, page 82; Volume 130, page 295; Volume 211, page 446; and Volume 326, page 481 in said Probate Office. (Parcel I)
5. Oil and Gas Lease recorded in Volume 36, page 61, in said Probate Office. (Parcel I, II & III)
6. Mortgage from Geoffrey M. Wilder and Susan P. Wilder to William B. Surface and June C. Surface, filed for record in Volume 107, page 134, in said Probate Office. (Covers Parcel IV only.)

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SHIRLEY A. SHELLEY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

91 APR 22 PM 2:49

JUDGE OF PROBATE

1. Dead Tax	_____
2. Mtg. Tax	_____
3. Recording Fee	_____
4. Indexing Fee	_____
5. No. _____	_____
6. Curator's Fee	_____
Total	_____