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THIS INSTRUMENT PREPARED BY:

NAME: James F. Burford, III
100 Vestavia Office Park, Suite 200-A
ADDRESS: Birmingham, Alabama 35216

TITLE NOT EXAMINED BY PREPARER

MORTGAGE — ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

SHELBY COUNTY

Know All Men By These Presents, that whereas the undersigned CHELSEA 240, an Alabama General Partnership
justly indebted to J. C. HEARN CO., INC.

in the sum of up to TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$22,500.00) or so much as is advance payment to promissory note and Escrow Agreement bearing even date herewith.

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, CHELSEA 240, an Alabama General Partnership
do, or does, hereby grant, bargain, sell and convey unto the said J. C. HEARN CO., INC.
(hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

SEE EXHIBIT "A"

Subject to mortgages of record.

Randall H. Goggans and J. C. Hearn Co., Inc. are the only partners of Chelsea 240, an Alabama General Partnership.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, and should default be made in the payment of any sum expended by the said Mortgagee, 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 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, or if a statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to the contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the County House door in said County, 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 that it may be necessary then to expend in paying insurance, taxes, or other incumbrances, with interest thereon.

on; 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
on this the 2nd day of October 1991

WITNESSES:

CHELSEA 240

AN ALABAMA GENERAL PARTNERSHIP

(Seal)

By:

Randall H. Goggans, Its Partner

(Seal)

By:

J. C. HEARN CO., INC., Its Partner

(Seal)

By:

John C. Hearn, Its President

(Seal)

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that RANDALL H. GOGGANS and J. C. HEARN, CO. INC. by its President, JOHN C. HEARN, as Partners of CHELSEA 240, an Alabama General Partnership, 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 said conveyance, they, as Partners of CHELSEA 240, an Alabama General Partnership, executed the same voluntarily for and as the act of said general partnership, on the day the same bears date.

Given under my hand and seal this the 2 day of OCTOBER 1991.

[Signature]
Notary Public

My Commission Expires: 3-1-94

STATE OF
COUNTY OF

Corporate Acknowledgement

a Notary Public in and for said County, in

I, said State, hereby certify that
whose name as President 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 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 the day of , 19

Notary Public

TO
MORTGAGE

This Form Furnished By
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama

SURFACE RIGHTS ONLY TO:

The N 1/2 of the SE 1/4 of Section 14; N 1/2 of SW 1/4, W 1/2 of SW 1/4 of NW 1/4, Section 13; All in Township 20 South, Range 1 West, Shelby County, Alabama.

It is hereby accepted that the West line of the NW 1/4 of SE 1/4 of Section 14, Township 20 South, Range 1 West, is the same line as the East line of the Herman Barry Faulk Property as described in Real Record 213, Page 4, in the probate office of Shelby County, Alabama.

Together With:

A 60 ft. easement for Ingress, Egress, and all public utilities being 30 ft. either side and adjacent to a centerline over and across a part of the S 1/2 of the SE 1/4 of Section 14, Township 20 South, Range 1 West, Shelby County, Alabama; said centerline being more particularly described as follows: to find the point of beginning start at the SW corner of the SE 1/4 of the SE 1/4 and run North 89 degrees 14 minutes and 18 seconds East and along the South boundary of the SE 1/4 of the SE 1/4 for a distance of 24.15 ft. to the point of beginning; thence run North 4 degrees 03 minutes and 20 seconds West and along said centerline for a distance of 180.90 ft. to the point of curvature of a curve having a delta angle of 5 degrees 45 minutes and 16 seconds right, a centerline radius of 1030.00 ft., and a centerline tangent of 51.77 ft.; thence run North 1 degree 10 minutes and 29 seconds West and along said curving centerline for an arc distance of 103.45 ft. (103.40 ft. chord) to the point of tangency of said curve, said point also lying on the West boundary of the SE 1/4 of the SE 1/4; thence run North boundary of said forty for a distance of 1094.18 ft. to the positional location of the NW corner of said forty; thence 1 degree 41 minutes and 56 seconds East and along the West continue North 1 degree 41 minutes and 56 seconds East and along said centerline for a distance of 45.21 ft. to the painted line established by Gulf States Paper Corporation, said line being the accepted North boundary of the S 1/2 of the SE 1/4 and said point being the point of ending of the centerline described herein.

Also a 60 foot easement for Ingress, Egress and all public utilities being 30 ft. either side and adjacent to a centerline over and across a part of the N 1/2 of the NE 1/4 of Section 23, Township 20 South, Range 1 West, Shelby County, Alabama; said centerline being more particularly described as follows: to find the point of beginning start at the NW corner of the NE 1/4 of the NE 1/4 and run North 89 degrees 14 minutes and 18 seconds East and along the North boundary of the NE 1/4 of the NE 1/4 for a distance of 24.15 ft. to the point of beginning; thence run South 4 degrees 03 minutes and 46 seconds East and along said centerline for a distance of 19.76 ft. to a point of curvature of a curve having a delta angle of 20 degrees 40 minutes and 33 seconds right, a centerline radius of 1030.00 ft., and a centerline tangent of 187.89 ft.; thence run South 6 degrees 17 minutes and 01 seconds West and along said curving centerline for an arc distance of 371.68 ft. (369.67 ft. chord) to the point of tangency of said curve; thence run South 16 degrees 37 minutes and 32 seconds West and along said centerline for a distance of 32.24 ft. to the point of curvature of a curve having a delta angle of 14 degrees 52 minutes and 14 seconds left, a centerline radius of 383.13 ft., and a centerline tangent of 50.00 ft.; thence run South 9 degrees 11 minutes and 11 seconds West and along said curving centerline for an arc distance of 99.44 ft. (99.16 ft. chord) to the point of tangency of said curve; thence run South 1 degree 45 minutes and 04 seconds West and along said centerline for a distance of 204.01 ft. to the point of curvature of a curve having a delta angle of 29 degrees 11 minutes and 02 seconds right, a centerline radius of 192.06 ft., and a centerline tangent of 50.00 ft.; thence run South 16 degrees 20 minutes and 35 seconds West and along said curving centerline for an arc distance of 97.83 ft. (96.77 ft. chord) to the point of tangency of said curve; thence run South 30 degrees 56 minutes and 06 seconds West and along said centerline for a distance of 42.79 ft. to the centerline of a gravel county road, said point also being the point of ending of the centerline described herein.

SUBJECT TO all rights-of-ways and easements that may be of record or in evidence through use.

SUBJECT TO all planning, zoning, health and other governmental regulations, if any, affecting subject property.

LESS AND EXCEPT: The NW 1/4 of the SE 1/4 and the W 1/2 of the NE 1/4 of the SE 1/4 of Section 14, Township 20 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Parcel 1 and 2 of Chelsea 240, according to the Resurvey of Parcels 5B, 5C and 5D, of the Tract 5 Subdivision as recorded in Map Book 15, Page 75, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights except

ALSO LESS AND EXCEPT

BOOK 367 PAGE 720

91 OCT -9 AM 10:44

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

1. Deed Tax	1.33
2. Map Tax	7.50
3. Recording Fee	3.00
4. Indexing Fee	1.00
5. No Tax Fee	0.00
6. Certified Fee	0.00
Total	12.83