

THIS INSTRUMENT PREPARED BY:

NAME: Thomas L. Foster, Attorney

ADDRESS: 1201 N. 19th St., B'ham, AL 35234

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

State of Alabama

Jefferson COUNTY

Know All Men By These Presents, that whereas the undersigned Quaker Square Development Co., Inc. justly indebted to Alfred F. Delchamps, III and Lucia A. Delchamps in the sum of --Fifty Four Thousand Five Hundred and 00/100--- evidenced by one promissory note

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, Quaker Square Development Co., Inc. do, or does, hereby grant, bargain, sell and convey unto the said Alfred F. Delchamps, III & Lucia A. Delchamps (hereinafter called Mortgagee) the following described real property situated in

SHELBY County, Alabama, to-wit:

See attached Exhibit "A" for legal description.

Subject to existing easements, restrictions, encumbrances, rights of way, limitations, if any, of record.

THIS IS A PURCHASE MONEY MORTGAGE.

This mortgage may be prepaid without penalty.

This mortgage may not be assumed without the prior written consent of the mortgagee herein.

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SHELBY COUNTY JUDGE OF PROBATE
003 MCD 93.25

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, 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, 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, but 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 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, 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 Court 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, or that it may be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

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 19th day of May
WITNESSES:

19 93
QUAKER SQUARE DEVELOPMENT CO., INC.
By Ronnie Morton (Seal)
Ronnie Morton, Vice-President
_____(Seal)
_____(Seal)
_____(Seal)

STATE OF

County

General Acknowledgement

I, the undersigned, _____, 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 in-
formed 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.

STATE OF ALABAMA
COUNTY OF JEFFERSON

Corporate Acknowledgement

I, the undersigned _____, a Notary Public in and for said County, in
said State, hereby certify that Ronnie Morton,
whose name as Vice- President of Quaker Square Development Co., Inc.
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 19th day of May, 19 93

Notary Public

Return to

TO

MORTGAGE

This Form Furnished By
ALABAMA TITLE CO., INC.
2233 2nd Avenue North
Birmingham, Alabama 35203

EXHIBIT "A"

That part of the North-East quarter of South-West quarter of Section 17,
Township 20 South, Range 3 West, Shelby County, Alabama.

PARCEL II

Begin at the southwest corner of Section 17, Township 20 South, Range 3 West and run north $00^{\circ}-09'-33''$ west for a distance of 1,326.89 feet to a 3" capped iron locally accepted to be at the northwest corner of the southwest quarter of the southwest quarter of said Section 17; thence run north $00^{\circ}-09'-33''$ west for a distance of 1,326.89 feet to an iron pin set at the northwest corner of the northwest quarter of the southwest quarter of said Section 17; thence run south $88^{\circ}-51'-58''$ east for a distance of 1,315.46 feet to a 3" capped iron locally accepted to be at the northeast corner of said quarter-quarter section; thence run south $00^{\circ}-01'-55''$ east for a distance of 1,325.73 feet to a 3" capped iron locally accepted to be at the northeast corner of the southwest quarter of the southwest quarter of said Section 17; thence run south $00^{\circ}-00'-05''$ west for a distance of 1,323.55 feet to a 3" capped iron locally accepted to be at the southeast corner of said quarter-quarter section; thence run south $88^{\circ}-56'-52''$ east for a distance of 1,002.22 feet to the northwest right-of-way line of Shelby County Highway #52; thence run along the northwest right-of-way line south $62^{\circ}-04'-52''$ west for a distance of 252.11 feet to a curve to the left having a radius of 995.55 feet and a central angle of $27^{\circ}-38'-00''$; thence run in a southwesterly direction along the arc of said curve for a distance of 480.15 feet; thence run south $34^{\circ}-26'-52''$ west for a distance of 390.20 feet to a curve to the right having a radius of 533.64 feet and a central angle of $38^{\circ}-42'-19''$; thence run in a southwesterly direction along the arc of said curve for a distance of 360.49 feet to a point; thence turning an interior counter-clockwise angle from the chord of said curve of $68^{\circ}-56'-41''$ run north $15^{\circ}-08'-39''$ west for a distance of 1,026.52 feet to an iron pin found; thence run north $89^{\circ}-08'-39''$ west for a distance of 958.78 feet to the POINT OF BEGINNING. Said Parcel II containing 94.29 acres, more or less.

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