

STATE OF ALABAMA)
JEFFERSON COUNTY)

REAL ESTATE MORTGAGE

Know All Men by These Presents, that whereas the undersigned WEATHERLY DEVELOPMENT COMPANY, INC. (hereinafter known as "Mortgagor") who is justly indebted to J.A. BROWN COMPANY, INC. and CHARLENE H. SCOTT (hereinafter known as "Mortgagee") in the sum of THREE HUNDRED FIFTY THREE THOUSAND ONE HUNDRED EIGHTY and no/100's dollars (\$353,180.00) evidenced by its promissory note in the same amount and dated the same day of this mortgage and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness when the same falls due, or before if desired to be paid off early. This property is not the homestead of the mortgagor.

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, mortgagors do, or does, hereby grant, bargain, sell and convey unto the said mortgagee, the following described real property situated in SHELBY County, Alabama, to wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

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 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 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 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 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,

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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 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 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.

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.

Mortgagee shall release one individual acre upon the payment of the sum of \$9,000.00 to the mortgagee as desired by the mortgagor.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 12TH day of NOVEMBER, 1993.

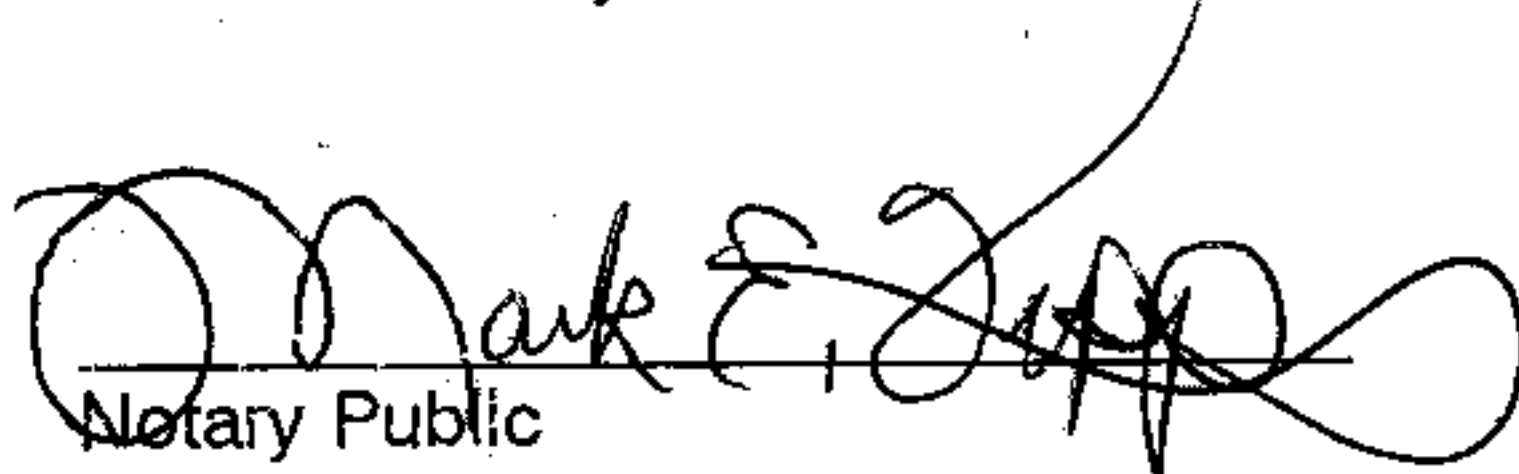


WEATHERLY DEVELOPMENT COMPANY, INC. by its president
GREG GILBERT

State of Alabama)
Jefferson County)

On this 12TH day of NOVEMBER 1993, I, the undersigned, a Notary Public in and for said state and county hereby certify that GREG GILBERT as president of WEATHERLY DEVELOPMENT COMPANY, INC. whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he executed the same voluntarily as the act of the corporation and with full authority of the corporation on the day the same bears date.

Given under my hand and seal of office this the 12th day of NOVEMBER, 1993.


Notary Public

My commission expires 7-23-1997.

LEGAL DESCRIPTION

Part of the East half of the SE 1/4 of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the SE corner of said Section 30, run in a westerly direction along the south line of said Section for distance of 1362.03 feet to an existing iron pin; thence turn an angle to the right of 90 degrees 11 minutes 49 seconds and run in a northerly direction for a distance of 1333.12 feet to an existing iron pin; thence turn an angle to the right of 1 degrees 00 minutes 46 seconds and run in a northerly direction for a distance of 430.84 feet to an existing iron pin, being the SW corner of Lot 12, Cheshire, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 16, page 93; thence turn an angle to the right of 88 degrees 26 minutes 51 seconds and run in an easterly direction along the South line of Lots 12 and 13 of said Cheshire Subdivision for a distance of 589.72 feet; thence turn an angle to the left of 35 degrees 39 minutes 47 seconds and run in a northeasterly direction for a distance of 943.82 feet to an existing iron pin, being on the East line of said Section 30; thence turn an angle to the right of 126 degrees 07 minutes 33 seconds and run in a southerly direction along the West line of Lot 119, Weatherly Windsor Sector No. 5, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 14, Page 104, for a distance of 352.20 feet to an existing iron pin; thence turn an angle to the right of 107 degrees 14 minutes 40 seconds and run in a northwesterly direction for a distance of 94.47 feet to an existing iron pin; thence turn an angle to the left of 103 degrees 25 minutes 39 seconds and run in a southerly direction for a distance of 323.29 feet; thence turn an angle to the left of 90 degrees and run in an easterly direction for a distance of 111.99 feet to an existing iron pin, and being on the East line of said Section 30; thence turn an angle to the right of 86 degrees 10 minutes 59 seconds and run in a southerly direction for a distance of 333.11 feet to an existing iron pin; thence continue in a southerly direction along the East line of said Section 30, for a distance of 1334.89 feet, more or less, to the point of beginning.

Minerals and mining rights excepted.

PREPARED BY: MARK E. TIPPINS, ATTORNEY AT LAW
14 Office Park Circle #105 Birmingham, AL. 35223.

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