

THIS INSTRUMENT PREPARED BY:

3

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

Inst # 1994-18981

MORTGAGE

STATE OF ALABAMA )  
SHELBY COUNTY )

06/14/1994-18981  
10:37 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 96.15

EDWARD H. LINDLEY, JR., a married man

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned

is justly indebted to UNION STATE BANK, BIRMINGHAM, ALABAMA in the sum of Fifty-Five Thousand Thirty and

No/100 Dollars (\$ 55,030.00 ) evidenced by promissory note 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, EDWARD H. LINDLEY, JR., a married man do, or does, hereby grant, bargain, sell and convey unto the

said UNION STATE BANK, BIRMINGHAM, ALABAMA (hereinafter called Mortgagee) the following described real property situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

The property conveyed herein is not the homestead of the Mortgagor or his spouse.

If foreclosure is necessary of this Mortgage, Mortgagee agrees to notify Lake Woodmere, Inc. or its successor of the date and time of any such foreclosure sale. In the event Mortgagee herein is the successful bidder at any foreclosure sale, Mortgagee waives the ability to negate the restrictive covenants which encumber the property conveyed herein.

All sums due under the Note secured by this Mortgage shall be at once due and payable upon the sale of any interest in the property described herein by Mortgagor.

Mortgagor hereby assigns to Mortgagee all of his right, title and interest in and to any share(s) of stock that he holds in Lake Woodmere, Inc. or its successor as additional security for this loan.

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 Courthouse 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 necessary then to expended in paying insurance, 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 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 9 day of JUNE, 1994.

CAUTION: YOU MUST THOROUGHLY READ THIS CONTRACT BEFORE SIGNING IT.

Edward H. Lindley, Jr.  
Edward H. Lindley, Jr.

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

General Acknowledgment

I, the undersigned, James F. Burford, III, a Notary Public in and for said County in said State, hereby certify that EDWARD H. LINDLEY, JR., a married man whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9 day of JUNE, 1994.

James F. Burford, III  
Notary Public  
My Commission Expires: 3.1.98

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Corporate Acknowledgment

I, the undersigned, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_ 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 \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## EXHIBIT "A" TO MORTGAGE

### **Property Description**

Beginning at the NE corner of the NW 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama; thence S 52 deg. 16'51" W and run a distance of 357.88'; thence S 26 deg. 17'30" W and run a distance of 449.27'; thence N 86 deg 29'56" W and run a distance of 799.49' to the Southeasterly water's edge of a lake; thence Northeasterly along said water's edge on the following course; thence N 45 deg. 26'22" E and run a distance of 39.76'; thence N 39 deg. 38'26" E and run a distance of 63.17'; thence N 07 deg. 56'27" E and run a distance of 24.42'; thence N 41 deg. 32'32" E and run a distance of 83.93'; thence N 70 deg 39'05" E and run a distance of 20.58'; thence N 35 deg. 51'39" E and run a distance of 121.55'; thence N 52 deg. 38'22" E and run a distance of 127.07'; thence N 25 deg. 26'48" E and run a distance of 181.50'; thence N 52 deg. 00'07" E and run a distance of 36.44'; thence N 31 deg. 58'37" E and run a distance of 84.77'; thence N 45 deg. 47'25" E and run a distance of 23.84' to the intersection of the water's edge of said lake and the north line of said Northwest quarter of the Southeast quarter of said section; thence S 86 deg. 32'16" E and run a distance of 793.57' to the Point of Beginning. Said parcel contains 10.9 acres more or less.

### **An Ingress, Egress, and Utility Easement**

Together with an ingress, egress and utility easement as described in recorded documents including, but not limited to, those set forth in Book 204, Page 206 in the Office of the Judge of Probate of Shelby County, Alabama.

Also, Parcel II:

The West 1/2 of the North 1/2 of the NW 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama.

Mortgagor does not warrant title to Parcel II but the conveyance of the said Parcel II is by quitclaim only.

Inst # 1994-18981

06/14/1994-18981  
10:37 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 96.15