

The true consideration of this instrument is \$175,000.00 with the remaining being interest and miscellaneous charges.

**THE STATE OF ALABAMA
JEFFERSON COUNTY**

MORTGAGE

THIS MORTGAGE, made and entered into on this, the 9th day of May, 1994, by and between

Harpersville Land Company, VII an Alabama General Partnership

parties of the first part, and UNION STATE BANK, Birmingham, Alabama, party of the second part,

WITNESSETH, THAT WHEREAS, parties of the first part are justly indebted to party of the second part in the

sum of One hundred seventy five thousand and no/100-----(\$175,000.00)

Dollars,

evidenced by one or more promissory note(s), payable at Union State Bank, Birmingham, Alabama. The balance of the said indebtedness with all

interest thereon matures and is payable on the Demand day of

19 , or in monthly installments of \$ each, commencing on the day of

, 19 , and on the day of each month thereafter until entire amount, principal and interest, is fully paid.

NOW, THEREFORE IN CONSIDERATION of said indebtedness and in order to secure the same, and any other indebtedness or obligation of parties of the first part, or either of them, to party of the second part, whether as principal debtor, endorser, guarantor, or otherwise, whether now existing or hereafter incurred, parties of the first part do hereby grant, bargain, sell and convey unto party of the second part the following described property, to-wit:

Parcel I

The NE 1/4 of Section 11, Township 20, Range 2 East; being situated in Shelby County, Alabama.

Parcel II

A parcel of land located in the NE 1/4 of the SW 1/4 and the NW 1/4 of the SE 1/4 of Section 11, Township 20 South, Range 2 East, more particularly described as follows: From the true SE corner of the SW 1/4 of NE 1/4 of Section 11, Township 20 South, Range 2 East, run thence true North 89 deg. 22 min. 01 sec. West along the true South boundary of said SW 1/4 of NE 1/4 a distance of 1322.14 feet to the true SW corner of said SW 1/4 of NE 1/4; thence continue along aforementioned course a distance of 276.09 feet to a point on the East boundary of Shelby County Highway No. 79; thence turn 122 deg. 15min.15sec. left and run 69.95 feet along said Highway boundary; thence turn 57 deg. 32 min. 35 sec. left and run 238.95 feet; thence turn 18 deg. 36 min. 05 sec. left and run 105.27 feet; thence turn 18 deg. 37 min. 30 sec. right and run 1222.26 feet to a point on the East boundary of the NW 1/4 of SE 1/4 of aforementioned Section 11; thence turn 90 deg. 32 min. 55 sec. left and run 31.61 feet to the point of beginning of herein described parcel of land; being situated in Shelby County, Alabama.

SHS
05/28/1994-20420
12:00 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 12.00

1994-20420

Inst # 1994-15817

05/16/1994-15817
11:41 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SNA 273.50

Inst # 1994-15817

This instrument was prepared by Rex V. Alexander, Executive Vice President, Union State Bank Birmingham, AL

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto party of the second part, its successors or assigns, in fee simple.

And parties of the first part, for themselves, their heirs, successors and assigns, do hereby covenant with party of the second part that they are lawfully seized in fee of the said premises; that they have a good right to sell and convey the same; that said premises are free from encumbrance; and that they warrant and will forever defend the title to said premises against the lawful claims and demands of all parties whomsoever.

This conveyance is upon condition, however, that, if parties of the first part shall pay and discharge the indebtedness hereby secured and each installment thereof as the same matures and shall perform each and every covenant herein contained, then this conveyance shall become null and void. But if said parties of the first part should make default in the payment of said indebtedness, or any installment thereof, or the interest thereon, or should they fail to keep any covenant in this mortgage contained, or should they be adjudicated bankrupt, or should the interest or party of the second part in said property become endangered by reason of the enforcement of any other lien or encumbrance thereon, or should a receiver be appointed for parties of the first part, then, in any such event, at the election of party of the second part the entire indebtedness secured hereby shall become immediately due and payable, whether due by the terms hereof or not; and party of the second part, its agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the courthouse door of the county in which said property is located, after giving notice of the time, place and terms of sale by publication once a week for three successive weeks in a newspaper published in said county or by giving notice in any other manner authorized by law.

And said party of the second part is authorized, in case of sale under the power herein contained, to execute a conveyance to the purchaser, conveying all the right and claim of said parties of the first part in and to said premises, either at law or in equity. And said party of the second part may purchase said property at any sale hereunder and acquire title thereto as a stranger, and in case of a purchase by party of the second part, said party of the second part, or any person authorized by it in writing, shall have the power to convey all the right, title and interest of parties of the first part in and to said premises by a deed to the party of the second part.

Out of the proceeds of sale party of the second part shall pay, first the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee of not less than ten percent of the amount of the indebtedness then due; secondly, the amount of the indebtedness due and owing to party of the second part hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that party of the second part may have paid as herein provided; and lastly, the surplus, if any, shall be paid over to parties of the first part, their heirs or assigns.

Parties of the first part covenant that they will pay all taxes and assessments that may be levied against said property, and that they will insure, and will keep insured, the improvements thereon against loss by fire, windstorm and such other perils as may be required or designated by party of the second part, in insurance companies that are acceptable to party of the second part, for their reasonable insurable value and in no event less than the amount of the indebtedness secured by this mortgage. The original policies evidencing said insurance shall be delivered to and kept by party of the second part and shall contain loss clauses acceptable to party of the second part, providing for payment in the event of loss to party of the second part as its interest may appear; and in case of the failure of parties of the first part to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure the improvements on said property, party of the second part may, at its option, either pay said taxes and assessments and procure said insurance; and the amount of taxes, assessment or insurance premiums as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness herein above described; or party of the second part may, at its election, proceed to foreclose this mortgage.

Parties of the first part covenant and agree that until all of the indebtedness secured hereby is paid in full, they will not sell, convey, mortgage or otherwise alienate said property, and will not create or suffer any other lien or encumbrance to be created against same, other than taxes and assessments lawfully levied by governmental authorities, without the written consent of party of the second part.

IN WITNESS WHEREOF, parties of the first part have hereto set their hands and seals, on this, the day and year herein first above written.

Harpersville Land Co., VII
an Alabama General Partnership

(L. S.)

Randall H. Goggans

(L. S.)

(L. S.)

SD5/16/1994-15817
11:41 AM
Jimmie H. Harvey
SHELBY COUNTY JUDGE OF PROBATE
002 SNA 273.50

(L. S.)

THE STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby, certify that Randall H. Goggans and Jimmie H. Harvey whose name/names are signed to the foregoing conveyance, and who is/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 seal on the 9th day of May

Notary Public

THE STATE OF ALABAMA
JEFFERSON COUNTY

MY COMMISSION EXPIRES 10-5-98

I, Inst # 1994-20420, a Notary Public in and for said State and County, hereby certify that _____ and _____ whose name(s) as _____ and _____ respectively, of _____ a corporation, signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, as such officer(s) and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal on the _____ day of _____, 1994

Notary Public