

This instrument was prepared by

(Name) Jones & Waldrop, Attys. at Law
Ste. 107, 1009 Mtgy. Hwy. So.

(Address) Vestavia Hills, AL 35216

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Ed & Philip Newton, Inc.

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Ed C. Newton

(hereinafter called "Mortgagee", whether one or more), in the sum

of Fifty Six Thousand Nine Hundred Eighty Four and 94/100 ----- Dollars
(\$ 56,984.94), evidenced by Promissory note of even date herewith
Inst # 1994-22008

07/13/1994-22008
02:16 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 96.50

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Ed & Philip Newton, Inc.

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

A parcel of land situated in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 13, Township 20, Range 3 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the intersection of the North line of SW $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West and the Easterly right-of-way margin (new) of U.S. Highway 31 (Tangent projected), thence Southeasterly along and with said Easterly right-of-way line and said projection 1541.74 feet to the point of Beginning; thence deflect 77 deg. 46 min. 13 sec. left and run Southeasterly 201.06 feet to an iron pin set; thence deflect 102 deg. 13 min. 45 sec. right and run Southwesterly 90.96 feet to an iron pin set; thence deflect 69 deg. 16 min. 59 sec. right and run Westerly 159.18 feet to an iron pin set on said Easterly right-of-way margin of U.S. Highway 31; thence deflect 86 deg. 15 min. 29 sec. right and run Northwesterly along said Easterly right-of-way margin, 115.00 feet to the Point of beginning. Being situated in Shelby County, Alabama.

Subject to easements, restrictions and rights-of-way of record and current year Ad Valorem taxes.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal 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 the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, 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 or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees 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 assigns, 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 or assigns 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, 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, agents or assigns, 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, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the 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 then be necessary to expend, 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 balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Ed & Philip Newton, Inc.

have hereunto set it's signature and seal, this 8th day of February, 1994.

Philip E. Newton (SEAL)
Ed & Philip Newton, Inc. (SEAL)
BY: PHILIP E. NEWTON (SEAL)
Its: PRESIDENT (SEAL)

THE STATE of

COUNTY }

I,
hereby certify that

, a Notary Public in and for said County, in said State,

whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day,
that being informed 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.

THE STATE of Alabama

Jefferson

COUNTY }

I, the undersigned
hereby certify that PHILIP E. NEWTON

, a Notary Public in and for said County, in said State,

whose name as PRESIDENT of Ed & Philip Newton, 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 such 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 8th day of February, 1994.

Kurt Adams Notary Public
My Commission expires: 4/30/95

TO

MORTGAGE DEED

Inst # 1994-22008

07/13/1994-22008
02:16 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 96.50

This form furnished by

LAND TITLE COMPANY OF ALABAMA

317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203