

This instrument was prepared by

(Name) Wallace, Ellis, Fowler & Head

(Address) Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-60

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

SHELBY COUNTY, ALABAMA, a Political Subdivision of the State of Alabama

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

J. B. Green, Jr.

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

of Three Hundred Twenty-five Thousand and no/100 ----- Dollars
(\$ 325,000.00), evidenced by one Promissory Note of this Date in the amount of \$325,000.00,
together with interest upon the unpaid portion thereof from date at the rate of 6% per
annum, in 120 monthly installments of \$3,608.17, payable on the 1st day of each month
after date, commencing April 1, 1995, until said sum is paid in full.

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,

SHELBY COUNTY, ALABAMA, a Political Subdivision of the State of Alabama.

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:

PROPERTY SHOWN ON EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART
AND PARCEL HEREOF AS FULLY AS IF SET OUT HEREIN, WHICH IS SIGNED FOR
IDENTIFICATION.

SUBJECT TO THE FOLLOWING:

1. Taxes for 1995 and subsequent years. 1995 ad valorem taxes are a lien but
not due and payable until October 1, 1995.
2. Permit to Alabama Power Company recorded in Deed Book 214, page 334, in Probate
Office of Shelby County, Alabama.

Inst # 1995-08126

03/31/1995-08126
08:32 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 14.50

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

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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

have hereunto set its signature and seal, this 30th day of March, 1995
SHELBY COUNTY, ALABAMA, a Political Subdivision of the State of Alabama (SEAL)
By: Alex Dudchock (SEAL)
Its Co. Mgr. (SEAL)

THE STATE of

COUNTY }

I, _____, 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 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

SHELBY

COUNTY }

I, the undersigned _____, a Notary Public in and for said County, in said State, hereby certify that Alex Dudchock

whose name as County Manager _____ of Shelby County, Alabama, a Political Subdivision of the State of Alabama 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 on the day the same bears date, in his capacity as such County Manager.

Given under my hand and official seal, this the 30 day of March, 1995

Lamie Brasher, Notary Public

EXHIBIT "A"

PARCELA: Commence at a 2"x2" Iron bar found in place at the Northeast corner of Section 26, Township 21 South, Range 1 West; thence run Southerly along the East boundary line of said Section 26, a distance of 1230.15 feet to a point; thence turn an angle of 90° to the right and run Westerly a distance of 416.41 feet to a #4 rebar found in place at the back of curb line on the East side of Main Street; thence turn an angle of 35°17'03" to the right and crossing said Main Street, run a distance of 54.69 feet to a point; thence turn an angle of 124°25'01" to the left and run a distance of 187.37 feet to a point; thence turn an angle of 118°03'00" to the right and run a distance of 258.03 feet to a #4 rebar found in place and which shall be the point of beginning of the parcel of land herein described; thence continue along the same line of direction a distance of 189.56 feet to a point; thence turn an angle of 62°01' to the right and run a distance of 248.20 feet to a point; thence turn an angle of 82°23' to the right and run a distance of 98.08 feet to a point; thence turn an angle of 0°42' to the left and run a distance of 62.74 feet to a point; thence turn an angle of 97°01'28" to the right and run a distance of 359.31 feet to the point of beginning. Said parcel is lying in the NE¼ of NE¼, Section 26, Township 21 South, Range 1 West and contains 1.13 acres. (49436.75 sq. ft.)

PARCELB: Commence at a 2"x2" Iron bar found in place at the Northeast corner of Section 26, Township 21 South, Range 1 West; thence run Southerly along the East boundary line of said Section 26, a distance of 1230.15 feet to a point; thence turn an angle of 90° to the right and run Westerly a distance of 416.41 feet to a #4 rebar found in place at the back of curb line on the East side of Main Street; thence turn an angle of 35°17'03" to the right and crossing said Main Street, run a distance of 54.69 feet to a point; thence turn an angle of 124°25'01" to the left and run a distance of 187.37 feet to a point; thence turn an angle of 118°03'00" to the right and run a distance of 258.03 feet to a #4 rebar found in place; thence turn an angle of 60°43'28" to the right and run a distance of 324.33 feet to the point of beginning of the parcel of land herein described; thence continue along the same line of direction a distance of 34.98 feet to a point; thence turn an angle of 82°58'32" to the right and run a distance of 231.98 feet to a notch cut in a concrete culvert found in place; thence turn an angle of 97°13'39" to the right and run a distance of 35.00 feet to a point; thence turn an angle of 82°46'21" to the right and run a distance of 231.86 feet to the point of beginning. Said parcel of land is lying in the NE¼ of NE¼, Section 26, Township 21 South, Range 1 West and contains 0.18 acre (8052.62 sq. ft.)

According to survey dated March 15, 1995, of Lewis H. King, Jr., L.S. No. 12487.

SIGNED FOR
IDENTIFICATION:

SHELBY COUNTY, ALABAMA a
Political Subdivision of the
State of Alabama

By

Alex Dulchavsky
County Manager

Inst # 1995-08126

03/31/1995-08126
08:32 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 14.50

Inst # 1995-08126