

This instrument was prepared by

(Name) M. Glenn Perry, Jr. - Burr & Forman

(Address) 3100 SouthTrust Tower, 420 North 20th Street, Birmingham, Alabama 35203

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Belcher Land and Timber Company, an Alabama general partnership

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

Nell V. Belcher

(hereinafter called "Mortgagee", whether one or more), in the sum  
of One Million Two Hundred Thousand and no/100----- Dollars  
(\$ 1,200,000.00), evidenced by a promissory note of even date herewith;

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,

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:

See Exhibit "A" attached hereto.

Inst # 1995-11584

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004 MCD 1817.00

Said property is warranted free from all encumbrances 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 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 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 Belcher Land and Timber Company, by its general partner

have hereunto set its signature and seal, this 28th day of December, 1994

(SEAL)  
BELCHER LAND AND TIMBER COMPANY (SEAL)  
By Katherine Anne B. Wilson (SEAL)  
Its General Partner (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 }  
JEFFERSON COUNTY }  
I, the undersigned \_\_\_\_\_, a Notary Public in and for said County, in said State,  
hereby certify that KATHERINE ANNE B. WILSON  
whose name as \_\_\_\_\_ general partner of Belcher Land and Timber Company  
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, she, as such partner 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 28 day of December, 1994  
Paul D. Norfall, Notary Public  
My Commission Expires: May 3rd, 1997

Return to: M. Glenn Perry, Jr.  
Burr & Forman  
3100 SouthTrust Tower  
420 North 20th Street  
Birmingham, AL 35203

TO

MORTGAGE DEED

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guaranty Division  
TITLE INSURANCE - ABSTRACTS  
Birmingham, Alabama

EXHIBIT "A"

~~NE $\frac{1}{4}$  of NE $\frac{1}{4}$  - SW $\frac{1}{4}$  of NE $\frac{1}{4}$  - SE $\frac{1}{4}$  of NW $\frac{1}{4}$  and all that part of SE $\frac{1}{4}$  of NE $\frac{1}{4}$~~   
lying Northwest of ACL R R and all that part of NW $\frac{1}{4}$  of SE $\frac{1}{4}$  lying  
Northwest of ACL Railroad all in Section 36 Township 19 Range 2 West  
consisting of approximately 200 acres-

SW $\frac{1}{4}$  of SW $\frac{1}{4}$ , Sec. 17, T. 19, Range 1 West in  
Shelby County, Alabama.

SW $\frac{1}{4}$  of SE $\frac{1}{4}$  Section 30 Township 19 S Range 1 West

NE $\frac{1}{4}$  of NW $\frac{1}{4}$  Section 31 Township 19 S Range 1 West

The southwest quarter of the southwest quarter (SW $\frac{1}{4}$  of SW $\frac{1}{4}$ ) of Section 36, township 19, range 2 west, containing 40 acres, more or less, also the east half of the east half (E $\frac{1}{2}$  of E $\frac{1}{2}$ ) of the southeast quarter of the southeast quarter ~~of the southeast quarter~~ (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ), being ten acres of equal width of the east side of southeast quarter of the southeast quarter, of section 35, township 19, range 2 west, containing ten acres more or less, situated in Shelby County, Alabama.

FEE SIMPLE NW $\frac{1}{4}$  of SW $\frac{1}{4}$  Sec. 29 Tp 19S R1W

SURFACE RIGHTS SE $\frac{1}{4}$  of SE $\frac{1}{4}$  Section 3 TP 20 South Range 2 West-

FEE SIMPLE West 30 Acres of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$  Section 2 Tp 20 S. R2 W-

And all of that part of the SE $\frac{1}{4}$  of SW $\frac{1}{4}$  Section 2 Tp 20 S. R 2 W.

lying north of the AB&A Railroad (ACL RR) and all of said land is

located in Township 20 South Range 2 West-

The Mineral and mining rights to the SE $\frac{1}{4}$  of SE $\frac{1}{4}$  Section 3 are reserved  
and 5 acres contracted to be sold in SE $\frac{1}{4}$  of SW $\frac{1}{4}$  of said Section 2  
Total 105 acres more or less.

Situated in Shelby County, Alabama.

NE $\frac{1}{4}$  of SW $\frac{1}{4}$  exc. 2  $\frac{3}{4}$  acres in SW cor of sd forty acres  
2/3 acres in SE $\frac{1}{4}$  of SW $\frac{1}{4}$  commencing at a pt 560 ft E  
of the NW cor of sd 40 acres, th S 210', E 560', N 210'  
and W 560' to beg. S36 T19 R2W.

NW $\frac{1}{4}$  of NW $\frac{1}{4}$  Section 1 Township 20 South, Range 2 West

EXHIBIT "A" continued

Parcel 1

West Half of Northeast Quarter; Northwest Quarter, Section 29.  
Northwest Quarter of Northeast Quarter; West Half of Northwest Quarter  
and Southeast Quarter of Northwest Quarter, Section 31.  
Northwest Quarter of Northwest Quarter, Section 32.  
All situated in Township 18, Range 1 East.

Parcel 2

All East of the crest of Double Oak Mountain, Section 25.  
All East of the crest of Double Oak Mountain, Section 35.  
All situated in Township 18, Range 1 West.

Parcel 3

Northwest Quarter of Northeast Quarter; Southwest Quarter of Southwest  
Quarter; Southwest Quarter of Southeast Quarter; East Half of Southeast  
Quarter, Section 1.  
Southeast Quarter, Section 3.  
All Section 7 except North Half of North Half and Southeast Quarter  
of Southeast Quarter.  
West Half of Northwest Quarter; Southeast Quarter of Southeast Quarter,  
Section 9.  
West Half of Northeast Quarter; Northwest Quarter; North Half of  
Southwest Quarter; Southwest Quarter of Southwest Quarter; Section 13.  
Northwest Quarter of Northwest Quarter, Section 15.  
West Half of Northeast Quarter; West Half; North Half of Southeast  
Quarter, Section 17.  
Southwest Quarter of Southwest Quarter; East Half of Southwest Quarter,  
Section 18.  
Northeast Quarter of Northwest Quarter; West Half of Northwest Quarter;  
East Half of Southwest Quarter; West Half of Southeast Quarter; North-  
east Quarter of Southeast Quarter; Southeast Quarter of Northeast  
Quarter, Section 19.  
North Half of Northeast Quarter; Southwest Quarter of Northeast Quarter  
except the South 10 acres of such 40; Southwest Quarter of Southeast  
Quarter; Section 23.  
All situated in Township 19 Range 1 East.

Parcel 4

North Half of South Half; Southeast Quarter of Southwest Quarter;  
Southwest Quarter of Southeast Quarter, Section 8, Township 19, Range  
2 East.

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