

This instrument was prepared by

(Name) DALE PARKER

(Address) F.D. Box 217 - PELHAM, ALA 35124

Form 1-1-72 Rev. 1-66

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Douglas Hulon

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

Dale Parker

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

Dollars

of Three Hundred-Fifty Thousand and NO/100ths
(\$ 350,000.00) evidenced by

Inst # 1996-06877

03/04/1996-06877
10:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
RCS, JR. 328.25

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,

Douglas Hulon

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

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

have hereunto set signature and seal, this 29 day of FEB, 1996
.....(SEAL)
.....(SEAL)
.....(SEAL)
.....(SEAL)

THE STATE of ALABAMA }
Shelby COUNTY }
I, Judy Porter A Douglas Hulon, a Notary Public in and for said County, in said State,
hereby certify that
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 has executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 29th day of Feb, 1996
My Commission expires 2/1/99 Judy Porter A Douglas Hulon Notary Public

THE STATE of }
COUNTY }
I, , a Notary Public in and for said County, in said State,
hereby certify that
whose name as 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 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 day of , 19
Notary Public

Return to:
Douglas Hulon
P.O. Box 217
PHELHAM, ALA 35124
TO

MORTGAGE DEED

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

220
State of Alabama
Shelby County

Quarry Property

LEGAL DESCRIPTION:

"Exhibit A"

A parcel of land located in the South-Half of the Northeast-Quarter of Section 12, Township 20, South, Range Three West, Shelby County, Alabama: Described as follows: Commence at the Northeast corner of the S.E.1/4 of the N.E.1/4 of said Section 12,

Thence run South along the East 1/4-1/4 line 794.94 feet to a point on the centerline of the Ashville - Montevallo Road,

Thence turn Right 13 deg. 12 min. 00 SEC. and run Southwest 588.83 feet along said centerline,

Thence turn Right 85 deg. 05 min. 00 sec. and run Northwest 618.14 feet to the POINT OF BEGINNING!

Thence turn Left 75 deg. 45 min. 30 sec. and run Southwest 411.16 feet,

Thence turn Left 23 deg. 21 min. 10 sec. and run Southerly 64.87 feet,

Thence turn Right 59 deg. 10 min. 10 sec. and run Southeast 176.27 feet,

Thence turn Right 16 deg. 00 min. 00 sec. and run Southwest 100.00 feet,

Thence turn Right 07 deg. 20 min. 00 sec. and run Southwest 145.00 feet,

Thence turn Right 10 deg. 00 min. 00 sec. and run Westerly 24.84 feet,

Thence turn Right 47 deg. 37 min. 05 sec. and run Northwest 306.01 feet,

Thence turn Left 03 deg. 05 min. 09 sec. and run Northwest 132.57 feet,

Thence turn Right 30 deg. 32 min. 14 sec. and run Northwest 54.29 feet,

Thence turn Left 34 deg. 50 min. 53 sec. and run Northwest 176.48 feet,

Thence turn Right 07 deg. 17 min. 42 sec. and run Northwest 176.48 feet,

Thence turn Right 11 deg. 23 min. 40 sec. and run Northwest 39.11 feet,

Thence turn Right 31 deg. 53 min. 39 sec. and run Northerly 105.87 feet,

Thence turn Right 15 deg. 09 min. 29 sec. and run Northeast 25.23 feet,

Thence turn Right 07 deg. 10 min. 46 sec. and run Northeast 39.49 feet,

Thence turn Right 17 deg. 13 min. 53 sec. and run Northeast 79.70 feet,

Thence turn Left 08 deg. 08 min. 06 sec. and run Northeast 38.98 feet,

Thence turn Right 03 deg. 48 min. 23 sec. and run Northeast 39.62 feet,

Thence turn Right 02 deg. 04 min. 12 sec. and run Northeast 40.52 feet,

Thence turn Right 06 deg. 37 min. 23 sec. and run Northeast 29.66 feet,

Thence turn Right 14 deg. 57 min. 45 sec. and run Northeast 53.46 feet,

Thence turn Right 09 deg. 54 min. 38 sec. and run Northeast 111.54 feet,

Thence turn Left 11 deg. 49 min. 20 sec. and run Northeast 54.59 feet,

Thence turn Right 15 deg. 17 min. 05 sec. and run Northeast 49.26 feet,

Thence turn Left 128 deg. 05 min. 30 sec. and run Northwest 4.10 feet,

Thence turn Right 113 deg. 59 min. 15 sec. and run Northeast 47.20 feet,

Thence turn Left 23 deg. 47 min. 01 sec. and run Northeast 106.30 feet,

Thence turn Right 50 deg. 20 min. 51 sec. and run Northeast 102.96 feet,

Thence turn Right 03 deg. 09 min. 44 sec. and run Easterly 54.02 feet,

Thence turn Right 04 deg. 13 min. 28 sec. and run Easterly 51.59 feet,

Thence turn Right 01 deg. 06 min. 20 sec. and run Southeast 116.79 feet,

Thence turn Left 89 deg. 30 min. 30 sec. and run Northerly 136.01 feet to a point on the South right-of-way of Industrial Park Drive,

Thence turn Right 99 deg. 56 min. 48 sec. and run Easterly 268.00 feet

along said right-of-way to the point of a clockwise curve having a Delta angle of 14 deg. 56 min. 30 sec. and a Radius of 604.31 feet,

Thence run along the Arc of said curve 158.90 feet,

Thence continue tangent to said curve 152.01 feet along said right-of-way,

Thence turn Right 90 deg. 00 min. 00 sec. and, leaving said Industrial Park Drive right-of-way, run Southwest 55.08 feet to the point of a clockwise curve having a Delta angle of 111 deg. 30 min. 00 sec. and a

Radius of 261.00 feet,

Thence turn Left 69 deg. 43 min. 00 sec. to Tangent and run Southerly along the Arc of said curve 507.92 feet to the point of a counter-clockwise curve

having a Delta angle of 46 deg. 35 min. 00 sec. and a Radius of 146.34 feet,

Thence run Southwest along the arc of said curve 118.98 feet to the POINT OF BEGINNING. Containing 26.88 acres, more or less.

I, Amos Cory, a Registered Land Surveyor, hereby state all parts of this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama, and that I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found that the above described property is not within a special flood hazard area.

According to my survey this 24th day of July 1995.

Type Survey: Boundary
SURVEY3-BLUH291st • 1996-06877

Amos Cory P.L.S.#10550
P.O. Box 664 - Highway 52, West
Pelham, AL 35124
Phone 663-9379 Fax 663-9155

03/04/1996-06877
10:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 98A 520.50