

22251-2661 # 1501

STATE OF ALABAMA  
TALLADEGA COUNTY.  
& SHELBY COUNTY

This instrument prepared by:  
Ray F. Robbins, II  
P. O. Box 479  
Talladega, Alabama 35161

THIS INDENTURE, Made and entered into on this, the 14th day of May 1997 by and between  
SUNBELT PROPERTIES, LLC, an Alabama limited liability company  
hereinafter called Mortgagor (whether singular or plural); and First Bank of Childersburg, a banking corporation  
hereinafter called the Mortgagee:

WITNESSETH: That, WHEREAS, the said Sunbelt Properties, LLC, an Alabama  
limited liability company, is  
justly indebted to the Mortgagee in the sum of Two Million and No/100 (\$2,000,000.00)  
Dollars----- which is evidenced as follows, to-wit:  
Promissory note or notes, and any renewals or extensions  
thereof, being due and payable in accordance with the terms  
of said note or notes.

NOW, THEREFORE, IN CONSIDERATION of said indebtedness and any other indebtedness arising hereunder  
and in order to secure the same, and any other indebtedness now or hereafter owing to the Mortgagee by said  
Mortgagor, the Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described  
property, to-wit:

SEE EXHIBIT "A"

THIS IS A PURCHASE MONEY MORTGAGE.

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RECORDED IN ABOVE  
MORTGAGE BOOK & PAGE NO. 6  
FILED ON  
JAMES E. PREUITT  
JUDGE OF PROBATE  
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Inst # 1997-15222

05/15/1997-15222  
11:46 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
008 NEL 27.00

**TO HAVE AND TO HOLD**, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, unto the Mortgagee, and the Mortgagee's successors and assigns, in fee simple.

And the Mortgagor does hereby covenant with the Mortgagee that the Mortgagor is lawfully seized in fee of said premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from incumbrance; and that the Mortgagor warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that, if the Mortgagor shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. But if the said Mortgagor should make default in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon, or should fail to keep any covenant in this mortgage contained, or should be adjudicated bankrupt, or if the improvements on said premises are damaged so as to make the insurance thereon or any part of said insurance payable, then, in the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, and failure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's 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 south door of the Court House of Talladega County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at three public places in said County.

In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagor in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title thereto as could a stranger.

Out of the proceeds of sale the Mortgagee shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee; secondly, the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and lastly, the surplus, if any, shall be paid to the Mortgagor, or the Mortgagor's heirs or assigns.

The Mortgagor covenants that the Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagor will insure, and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured, in some company acceptable to the Mortgagee, with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee the policies evidencing such insurance, and that the Mortgagor will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of the Mortgagor to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured in said amount the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may, at the Mortgagee's option, either pay said taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described — or the Mortgagee may, at the Mortgagee's election, proceed to foreclose this mortgage, as in hereinabove provided.

Mortgagor agrees and stipulates that as against the collection of this said indebtedness the said Mortgagor does hereby waive all right of exemptions, both as to homestead and personal property, under the constitution and laws of the State of Alabama, or of any other state, or of the United States.

IN WITNESS WHEREOF, the Mortgagor, by its Managing Member, who is authorized to execute this instrument, has hereunto set its signature and seal on the day and year first above written.

\_\_\_\_\_  
(L.S.) SUNBELT PROPERTIES, LLC  
an Alabama limited liability company (L.S.)

\_\_\_\_\_  
(L.S.) BY:  (L.S.)  
ITS MANAGING MEMBER



STATE OF ALABAMA,  
COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that

whose name signed to the foregoing conveyance, and who known to me (or made 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 seal this the day of 19

Notary Public

STATE OF ALABAMA  
COUNTY

I, the undersigned authority, in and for said County, in said State, do hereby certify that on the day of 19, came before me the within named

known to me (or made known to me) to be the wife of the within named, who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand and seal this the day of 19

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MORTGAGE BOOK & PAGE NO.  
JUL 10 1997  
JAMES E. PREUITT  
JUDGE OF PROBATE  
Notary Public

STATE OF ALABAMA,  
TALLADEGA COUNTY.

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Anthony J. Fant, whose name as Managing Member of Sunbelt Properties, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Managing Member, and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said limited liability company.

Given under my hand and official seal this the 14<sup>th</sup> day of May, 1997.

*Ray F. Robbins*  
NOTARY PUBLIC

EXHIBIT "A"

SHELBY COUNTY - \$1,680,000.00

PARCEL NO. 1: Commence at the Southwest corner of Section 16, Township 20 South, Range 2 East; thence run North along the West line of said Section 16, a distance of 600.00 feet to the point of beginning; thence turn an angle of 90 degrees 00 minutes 00 seconds to the left and run a distance of 204.13 feet to the Southeast right-of-way line of Alabama State Highway No. 25; thence turn an angle of 101 degrees 56 minutes 38 seconds to the right and run along said right-of-way a distance of 2098.73 feet to the North line of the Southwest quarter of said Section 16; thence turn an angle of 78 degrees 26 minutes 15 seconds to the right and run a distance of 2421.20 feet, to the Northeast corner of the Southwest quarter of said Section 16; thence turn an angle of 89 degrees 44 minutes 22 seconds to the right and run South along the East line of said Southwest quarter a distance of 1549.70 feet, to the North right-of-way line of Alabama State Highway No. 76; thence turn an angle of 80 degrees 33 minutes 05 seconds to the right, to the tangent of a right-of-way curve, and run along said right-of-way curve (whose Delta angle is 15 degrees 38 minutes 42 seconds to the left, Radius is 1950.55 feet, Tangent distance of 267.97 feet, Length of Arc is 532.61 feet) to the P.T. of said curve; thence continue along said right-of-way line a distance of 2085.64 feet; thence turn an angle of 114 degrees 58 minutes 21 seconds to the right and run a distance of 549.64 feet; thence turn an angle of 90 degrees 00 minutes 00 seconds to the left and run a distance of 250.00 feet to the point of beginning. Situated in the Southwest quarter of Section 16, and the Southeast quarter of Section 17, Township 20, Range 2 East, Shelby County, Alabama.

PARCEL NO. 2: Part of Sections 16, 20, and 21, Township 20 South, Range 2 East, being more particularly described as follows: Begin at the Southwest corner of Section 21, Township 20 South, Range 2 East; thence run East along the South line of said Section for 2,949.90 feet to a point (said point being 2,331.75 feet West of the Southeast corner of said Section); thence 91 degrees 04 minutes 41 seconds left run 2,607.91 feet; thence 72 degrees 39 minutes 57 seconds right run 1042.25 feet to the center of a slough; thence run Easterly along said slough 127 feet, more or less, to the West bank of the Coosa River; thence Northerly along said West bank for 2,590 feet, more or less, to the South line of Section 16, Township 20 South, Range 2 East; thence run West along the South

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line of said Section 2, 162.45 feet to the Southeast corner of the Southwest quarter of said Section 16; thence 89 degrees 10 minutes 16 seconds right run 1,021.17 feet to a point on the Southerly right-of-way of Shelby County Highway 76 (said point being on a curve having a radius of 2,046.92 feet); thence 99 degrees 34 minutes 50 seconds left to tangent of said curve run 370.39 feet along said curve and right-of-way; thence 72 degrees 29 minutes 12 seconds left of tangent 209.85 feet; thence 69 degrees 54 minutes 35 seconds right run 419.84 feet; thence 110 degrees 44 minutes 30 seconds right run 202.15 feet to the Southerly right-of-way of said Highway 76; thence 112 degrees 42 minutes 30 seconds left run Southwesterly along said right-of-way for 1,746.80 feet to the North line of said Section 21; thence 25 degrees 14 minutes 38 seconds right run 315.22 feet to the Northeast corner of said Section 20; thence run West along the North line of said Section 20 for 323.96 feet to a point (said point being on the Easterly right-of-way of Alabama State Highway 25 and on a curve to the left having a radius of 3,452.4 feet); thence run along said curve and right-of-way for 884.32 feet; thence continue along said right-of-way for 4,485.90 feet to the South line of said Section 20; thence 85 degrees 28 minutes 53 seconds left run 33.85 feet to the point of beginning.

PARCEL NO. 3: Commence at the Southeast corner of Section 21, Township 20 South, Range 2 East, Shelby County, Alabama; thence run North 88 degrees 55 minutes 19 seconds West along the South boundary of said Section 21 a distance of 1688.753 feet to the point of beginning; thence continue along said course a distance of 643.0 feet; thence turn an angle of 88 degrees 55 minutes 19 seconds to the right and proceed North 0 degrees East for a distance of 2607.91 feet; thence turn an angle of 72 degrees 39 minutes 57 seconds to the right and proceed North 72 degrees 39 minutes 57 seconds East for a distance of 686.11 feet; thence turn an angle of 107 degrees 20 minutes 03 seconds to the right and proceed South 0 degrees West a distance of 2820.664 feet to the point of beginning. Situated in Shelby County, Alabama, and containing 40 acres, more or less.

LESS AND EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PROPERTY WHICH MAY LIE WITHIN

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JAMES E. POBAY  
CLERK OF PROBATE

THE BOUNDARIES OF ANY PUBLIC HIGHWAYS.

PARCEL NO. 4: Commence at the Southeast corner of Section 21, Township 20 South, Range 2 East; thence run West along the South line of said Section for 1688.75 feet; thence 89 degrees 09 minutes 58 seconds right run 2,824.68 feet; thence 72 degrees 23 minutes 16 seconds right run 162.36 feet to the 398 foot contour (mean sea level datum) of Lay Lake and the point of beginning; thence 180 degrees 00 minutes right and run 162.36 feet; thence 72 degrees 23 minutes 16 seconds left run 1320.24 feet; thence 101 degrees 46 minutes 38 seconds left run 61.29 feet; thence 101 degrees 46 minutes 38 seconds right run Southerly for 1061.95 feet; thence 99 degrees 35 minutes 33 seconds left run 1345.16 feet to said 398 contour; thence run Northwesterly along said contour for 3,610 feet, more or less, to the point of beginning.

LESS AND EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PROPERTY WHICH MAY LIE WITHIN THE BOUNDARIES OF PUBLIC HIGHWAYS.

ALSO, a 30 foot easement for ingress and egress the centerline of which is described as follows: Commence at the Southeast corner of Section 20, Township 20 South, Range 2 East; thence run West along the south line of said Section for 3385 feet to the Easterly right-of-way of Alabama State Highway #25; thence 85 degrees 28 minutes 53 seconds right run Northerly along said right-of-way for 969.08 feet to the point of beginning; thence 83 degrees 07 minutes 37 seconds right run Easterly 1702.10 feet; thence 8 degrees 59 minutes 30 seconds right run 1366.96 feet; thence 10 degrees 12 minutes 40 seconds left run 663.12 feet to the point of ending.

TALLADEGA COUNTY:- \$320,000.00

PARCEL NO. 5: The Northwest quarter of Section 16, Township 19 South, Range 3 East, Talladega County, Alabama.

PARCEL NO. 6: The Southwest quarter of Section 9, Township 19 South, Range 3 East, Talladega County, Alabama,

LESS AND EXCEPT five (5) acres, more or less, of the above described lands heretofore

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JAMES E. JUDGE  
CLERK

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Begin at a point where the south line of Section 9, Township 19, Range 3 East, Talladega County. Alabama intersects the west right-of-way line of the Grissom Ferry Road and proceed in a northerly direction along the said west right-of-way line of said road a distance of 269.6 feet to a point; thence proceed in a westerly, Southwesterly direction a distance of 439.4 feet to a point; thence proceed in a Southerly direction 370 feet to a point; thence proceed in an easterly direction a distance of 494.5 feet to a point on the west right-of-way of said road; thence proceed North along the said road right-of-way 182 feet to the point of beginning.

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said Section 9; thence West along the south boundary line of said quarter section a distance of 662 feet; thence south a distance of 174 feet; thence west a distance of 482 feet; thence North 78 degrees West 396 feet to a point; thence North 46 degrees East 572 feet to a point; thence North 2818 feet, more or less, to the North line of said Northwest quarter; thence east along the north section line a distance of 1980 feet, more or less, to the point of beginning.

LESS AND EXCEPT the following described property: Commence at the accepted Southeast corner of the Southeast quarter of the Northwest quarter of Section 9, Township 19 South, Range 3 East, Talladega County, Alabama; thence proceed North 88 degrees 55 minutes 43 seconds West a distance of 36.50 feet to a point; thence proceed North 04 degrees 55 minutes 32 seconds East a distance of 287.76 feet to a point; thence proceed North 88 degrees 55 minutes 59 seconds West a distance of 381.55 feet to a point; thence proceed North 02 degrees 38 minutes 25 seconds East a distance of 420.91 feet to a point; thence proceed North 15 degrees 13 minutes 50 seconds East a distance of 719.57 feet to a point on the south right-of-way line of the railroad and being the northwest corner of the property referred to as the Allen Cemetery, and being the point of beginning of the herein described property; thence proceed South 13 degrees 13 minutes 50 seconds West a distance of 719.57 feet; thence proceed North 88 degrees 53 minutes 53 seconds West a distance of 65 feet to a point; thence proceed North 15 degrees 13 minutes 50 seconds East to the south right-of-way of the railroad; thence proceed North 77 degrees 57 minutes 21 seconds East along the right-of-way of the railroad to the point of beginning.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY RIGHTS-OF-WAY FOR RAILROAD AND PUBLIC HIGHWAYS.

THE INDEBTEDNESS HEREBY SECURED IS FURTHER SECURED BY A UCC-1 ON EQUIPMENT, INVENTORY, CROPS, AND OTHER ITEMS AND PROCEEDS AS DESCRIBED IN THE UCC-1 FILED SIMULTANEOUSLY.

EXECUTED FOR IDENTIFICATION PURPOSES:

SUNBELT PROPERTY, LLC, an Alabama liability company  
BY: [Signature] ITS MANAGING MEMBER

State of Alabama, Talladega Co. I hereby certify that the following fees have been collected on this instrument as required by law.

Deed Tax \_\_\_\_\_  
Mtg. Tax 3000.00  
Indexing fee 3.00  
Recording 28.00  
Total 3031.00

JAMES E. PREUITT  
Judge of Probate

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Inst # 1997-15222

05/15/1997-15222  
11:46 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
008 MEL 27.00

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MORTGAGE BOOK & PAGE NO.

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