

This form furnished by: **Cahaba Title, Inc.**

Eastern Office
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19980409000127121 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
04/09/1998 12:55:41 FILED/CERTIFIED

This instrument was prepared by:

(Name) Courtney Mason & Assoc. PC

(Address) PO BOX 360187

Birmingham, AL 35236-0187

MORTGAGE

STATE OF ALABAMA

Shelby

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas.

Jerry Lucas, a single individual

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

John P. Kelly

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

of Two Hundred Fifty Thousand and no/100ths

(\$ 250,000.00), evidenced by a note of even date.

Dollars

Inst # 1998-12712

**04/09/1998-12712
12:55 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HCB 368.50**

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,

Jerry Lucas

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

ALL MY INTEREST IN THE PROPERTY HELD BY JERRY LUCAS AS SHOWN ON THE ATTACHED EXHIBIT "A".

Mortgagor agrees to provide Mortgagee with a copy of a paid receipt of the property taxes every year prior to December 15.

This mortgage obligation cannot be assumed without the prior approval by the mortgage holder. Said approval must be obtained in writing prior to the assumption of this mortgage. If the property which is the subject of this mortgage and note executed simultaneously herewith is transferred without the mortgage holder's prior approval as specified above, the mortgagee has the option to declare the entire balance of the indebtedness due and payable. THE MORTGAGEE MAY CHOOSE NOT TO ALLOW THIS LOAN TO BE ASSUMED.

The proceeds of this loan have been applied on the purchase of the herein described property.

**THE PREPARER OF THIS DOCUMENT HAS NOT
EXAMINED TITLE TO THE PROPERTY DESCRIBED
HEREIN AND MAKES NO CERTIFICATION AS TO TITLE.**

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

Courtney

Inst # 1998-12712

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 sums 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 the 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 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 my signature and seal, this 8th day of April 19 98
Jerry Lucas
Jerry Lucas (SEAL)
(SEAL)
(SEAL)
(SEAL)

THE STATE of Alabama
Shelby COUNTY }

I, the undersigned, a Notary Public in and for said County, in said state, hereby certify that Jerry Lucas, a single individual

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 he executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 8th day of April 19 98
[Signature]
Notary Public

THE STATE of
COUNTY }

I, a Notary Public in and for said county, in said State, hereby certify that

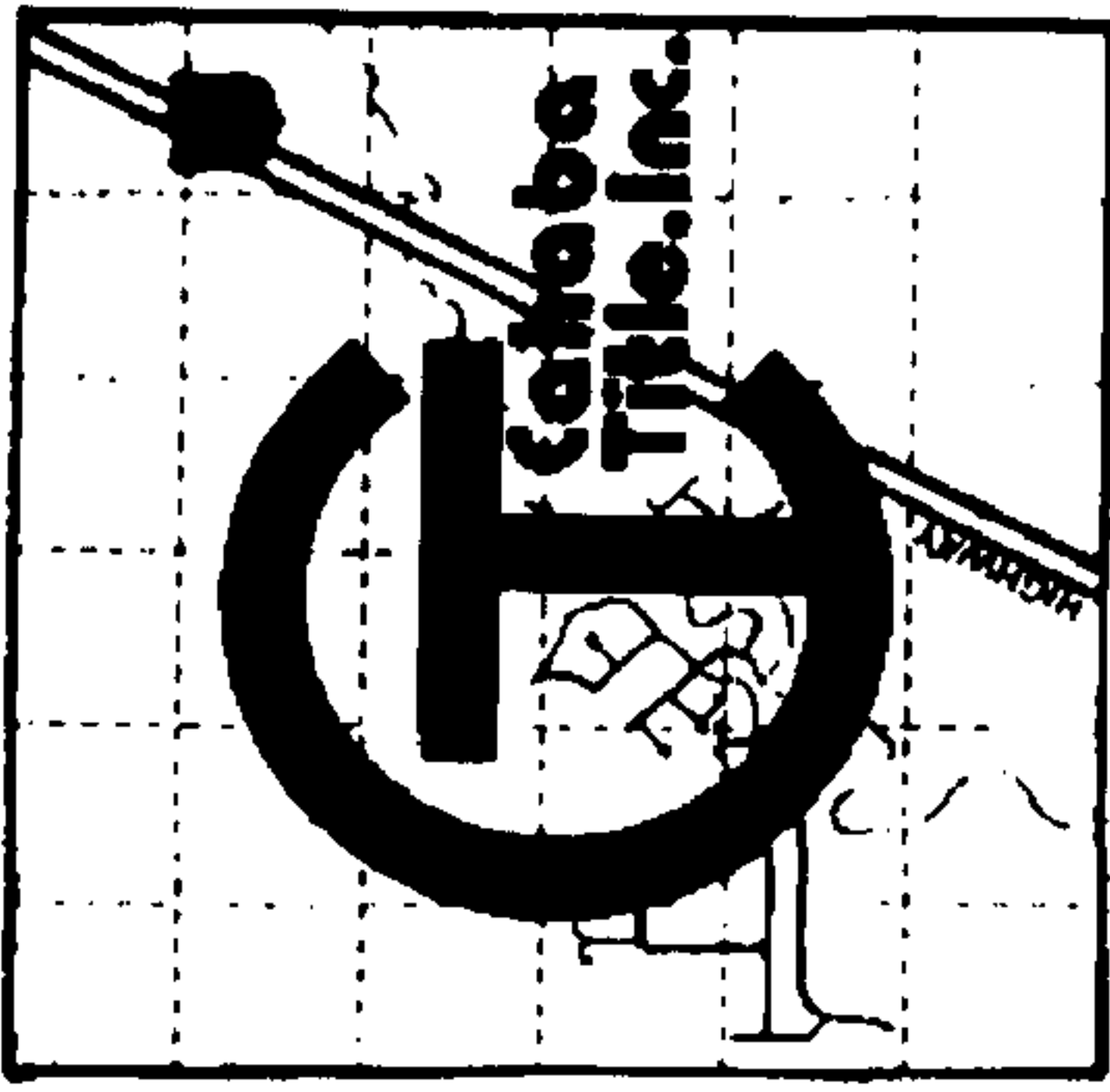
whose name as of a corporation, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.
Given under my hand and official seal this day of 19
Notary Public

Return to:

TO

MORTGAGE

STATE OF ALABAMA
COUNTY OF



Recording Fee \$
Deed Tax \$

This form furnished by
Cahaba Title, Inc.
BUYERCHASE OFFICE
1900 Indian Lake Drive
Birmingham, Alabama 35244
(205) 988-5600
EASTERN OFFICE
1100 East Park Drive, Suite 302
Birmingham, Alabama 35235
(205) 833-1571

EXHIBIT A

Lot 14, according to the Survey of Weatherly Subdivision, as recorded in Map Book 13 page 1 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.
Mineral and mining rights excepted.

Also,

Commence at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama; thence run South along the East boundary line of said 1/4 1/4 Section for a distance of 276.69 feet to the point of beginning; thence continue along last said course for 253.55 feet; thence turn an angle of 104 deg. 46 min. 53 sec. right and run a distance of 399.91 feet to the East right of way line of Shelby County Highway #55; thence turn an angle of 88 deg. 29 min. 07 sec. right and run along said road right of way line for 60.34 feet; thence turn an angle of 06 deg. 40 min. 35 sec. right and run along said road right of way line for 99.89 feet; thence turn an angle of 03 deg. 52 min. 15 sec. right and run along said road right of way line for 100.05 feet; thence turn an angle of 83 deg. 26 min. 08 sec. right and run 312.42 feet to the point of beginning; being situated in Shelby County, Alabama.

Also,

Begin at the NW corner of the SW 1/4 of Section 27, Township 19 South, Range 1 East; thence run South along the West line of said 1/4 Section for 215.25 feet; thence 107 deg. 42 min. 20 sec. right run 287.72 feet to the Easterly R/W of Shelby County Highway #55; thence 84 deg. 52 min. 48 sec. left run Southerly along said R/W for 60.24 feet; thence 95 deg. 07 min. 12 sec. left run 312.25 feet to the West line of said 1/4 Section; thence 72 deg. 17 min. 40 sec. right run South along said West line 432.38 feet to the Northeasterly R/W of Seaboard Coast Line Railroad; thence run Southeasterly along the R/W of said Railroad 849.7 feet; thence run West along R/W 88.1 feet; thence run Southeasterly along said R/W 764.3 feet; thence run Northeasterly along said R/W for 59.1 feet; thence run Southeasterly along said R/W 691.0 feet to the East line of the SW 1/4 of the SW 1/4 of said Section; thence 147 deg. 38 min. 40 sec. left run North 1182.0 feet to the SW corner of the NE 1/4 of the SW 1/4 of said Section; thence 89 deg. 07 min. 08 sec. right run 1340.98 feet to the SE corner of the NE 1/4 of the SW 1/4 of said Section; thence 89 deg. 25 min. 50 sec. left run North along the East line of said NE 1/4 - SW 1/4 1298.70 feet to an old fence; thence 94 deg. 45 min. 17 sec. left run along said fence 450.73 feet; thence 9 deg. 19 min. 20 sec. right continue along said fence 448.50 feet; thence 4 deg. 35 min. 50 sec. left continue along said fence 1287.98 feet to the North line of said 1/4 Section; thence 0 deg. 38 min. 40 sec. left run 483.24 feet to the point of beginning.

Also,

Commence at the Northeast Corner of the Northeast Quarter of the Southeast Quarter of Section 28 Township 19 South Range 1 East Shelby County Alabama, thence run South along the east boundary line of said Quarter-Quarter section line for a distance of 530.24 feet thence turn an angle of 104° 46' 53" right and run a distance of 199.91 feet to the point of beginning, thence turn an angle of 95° 06' 44" left and run a distance of 137.0 feet to the northern right of way line Seaboard Coast Line Railroad known as the old A.B. & A. R.R. Co. thence turn an angle of 95° 08' 25" right and run a distance of 200.0 feet along said railroad right of way to the east right of way line of Shelby County Highway #55 thence turn an angle 83° 29' 57" right and run along said road right of way a distance of 99.64 feet, thence turn an angle of 04° 57' 30" right and run along said road right of way a distance of 37.36 feet, thence turn an angle of 91° 30' 53" right and run a distance of 200.0 feet to the point of beginning. Containing 0.63 acres.

Also,

I, James A. Riggins, a registered Land Surveyor in the State of Alabama, hereby state that the foregoing is a true and correct map of a parcel of land located part in the N.E. 1/4 of the S.E. 1/4 of Section 28, and part in the N.W. 1/4 of the S.W. 1/4 of Section 27, Township 19 South, Range 1 East, described as follows:

Commence at the S.W. Corner of the N.W. 1/4 of the S.W. 1/4 of Section 27 and go North 89 Degrees 05 Minutes 51 Seconds East along the South Boundary of said 1/4-1/4 Section for 556.75 feet to a point perpendicular to and 75.00 feet from the center line of the CSX Railway Main Line Track, being the Point of Beginning; thence continue North 89 Degrees 05 Minutes 51 Seconds East for 86.56 feet to a point on a curve to the left (150.00 feet from the center line of the CSX Railway Main Line Track) having a Central Angle of 32 Degrees 01 Minutes 29 Seconds and a Radius of 1582.70 feet and subtended by a chord bearing North 46 Degrees 04 Minutes 35 Seconds West for 873.16 feet; thence North 46 Degrees 04 Minutes 35 Seconds West along the chord of said curve for 873.16 feet to the West Boundary of the N.W. 1/4 of the S.W. 1/4 of said Section 27; thence North 01 Degrees 19 Minutes 54 Seconds East along the West Boundary of the N.W. 1/4 of the S.W. 1/4 of said Section 27 and the East Boundary of the N.E. 1/4 of the S.E. 1/4 of said Section 28 for 151.69 feet to a point on a curve to the left (287.00 feet from the center line of the CSX Railway Main Line Track) having a Central Angle of 08 Degrees 49 Minutes 45 Seconds and a Radius of 1719.70 feet and subtended by a chord bearing North 68 Degrees 45 Minutes 55 Seconds West for 264.74 feet; thence North 68 Degrees 45 Minutes 55 Seconds West along the chord of said curve for 264.74 feet; thence South 16 Degrees 49 Minutes 14 Seconds West radial to said curve for 137.00 feet to a point on a curve (150.00 feet from the center line of the CSX Railway Main Line Track) to the left having a Central Angle of 04 Degrees 46 Minutes 08 Seconds and a Radius of 1582.70 feet and subtended by a chord bearing North 75 Degrees 33 Minutes 52 Seconds West for 131.69 feet; thence North 75 Degrees 33 Minutes 52 Seconds West along the chord of said curve for 131.69 feet to the East Boundary of Shelby County Highway No. 55; thence South 08 Degrees 50 Minutes 43 Seconds West along the West Boundary of said Highway No. 55 for 75.12 feet to a point (75.00 feet from the center line of the CSX Railway Main Line Track) on a curve to the right having a Central Angle of 46 Degrees 07 Minutes 19 Seconds and a Radius of 1507.70 feet and subtended by a chord bearing South 54 Degrees 43 Minutes 42 Seconds East for 1181.16 feet; thence South 54 Degrees 43 Minutes 42 Seconds East along the chord of said curve for 1181.16 feet to the Point of Beginning, containing 3.07 Acres or 133,729 square feet, more or less.

Inst # 1998-12712

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003 MCD 388.50

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