

This instrument was prepared by

(Name)..... John R. Lavette, Attorney at Law

(Address)..... 2131 Third Avenue North, Birmingham, AL 35203

Form 1-1-82 Rev. 1-88

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY of SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Uphall Company, Inc.

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

Oxy Tire, Inc.

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

(\$ 1,050,000), evidenced by *an Agreement FOR Transfer OF Property
IN LIEU OF AND IN Release OF DEBT.*

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,

Uphall Company, Inc.

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:

The property herein conveyed is described on Exhibit A attached hereto and made a part hereof by reference.

This is a second mortgage, the first mortgage being recorded in Real 1994, Page 36244, in the Probate Office of Shelby County, Alabama.

02/24/1999-07703
11:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 106 1391.00

Inst # 1999-07703

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.

Birmingham Alabama

Return to:

21

Schedule A (Continued)

T16848 0 025373

EXHIBIT A

PARCEL I: A parcel of land situated in the NE 1/4 of Section 6, Township 24 North, Range 13 East, and more exactly described as follows: Begin at center of the North side of said Section 6 and go Eastward along it, 309.3 feet; thence at an angle of 87 degrees 07 minutes 30 seconds to the right 1966.82 feet to intersection of South boundary of Highway 25; thence at an angle of 91 degrees 38 minutes to the left and along said boundary 316.5 feet to point of beginning of said land; thence continue Eastward along Highway boundary 315.2 feet; thence at an angle of 91 degrees 38 minutes to the right a distance of 449.0 feet; thence at an angle of 88 degrees 22 minutes to the right a distance of 315.2 feet; thence at an angle of 91 degrees 38 minutes to the right 449.0 feet to the point of beginning.

PARCEL II: Begin at the center of North side of Section 6, Township 24 North, Range 13 East and proceed Easterly along the North side of said Section 6, a distance of 309.3 feet; thence at an angle to the right of 87 degrees 07 minutes 30 seconds a distance of 1916.82 feet to the North right of way line of Highway line of Highway 25; thence at an angle to the left of 91 degrees 38 minutes and along said North right of way line a distance of 783.4 feet; thence at an angle to the right of 91 degrees 38 minutes a distance of 50.1 feet to a point on the South right of way line of Highway 25, the point of beginning; thence continue along last named line a distance of 280.0 feet; thence at an angle to the right of 90 degrees 00 minutes a distance of 151.5 feet; thence at an angle to the right of 90 degrees 00 minutes a distance of 275.8 feet to South right of way of Highway 25; thence at an angle to the right of 88 degrees 22 minutes and along said South right of way a distance of 151.7 feet to point of beginning.

PARCEL III: A parcel of land in the SW 1/4 of NE 1/4 of Section 6, Township 24 North, Range 13 East and described as follows: Begin at the SE corner of said SW 1/4 of NE 1/4 and go Westward along the South side of same 576.0 feet; thence at an angle of 90 degrees 00 minutes to the right 75.0 feet; thence at an angle of 90 degrees 00 minutes to the left 120.0 feet; thence at an angle of 90 degrees 00 minutes to the left 75.0 feet to the South side of said quarter-quarter section; thence at an angle of 90 degrees 00 minutes to the right and along this side (415.51) feet to the SE border of paved county highway; thence at an angle of 122 degrees 43 minutes to the right and along this border 819.54 feet to intersection South border of Highway 25; thence at an angle of 53 degrees 32 minutes to the right and along this border, 678.60 feet to east side of said quarter-quarter section; thence at an angle of 94 degrees 31 minutes to the right and along this side 733.91 feet to the point of beginning.

EXCEPT property conveyed to W. L. Lawler and W. L. Lawler, Jr., d/b/a Lawler Manufacturing Company, by deed dated February 27, 1959, recorded in the Probate Office of Shelby County, Alabama, in Deed Book 201, Page 23.

ALSO EXCEPT property conveyed to Lawler Manufacturing Company, Inc., a corporation, by deed dated October 18, 1967, recorded in Deed Book 250, Page 631, in said Probate Office.

ALSO LESS AND EXCEPT: Commence at the Southeast corner of the SW 1/4 of NE 1/4 Section 6, Township 24 North, Range 13 East; thence northerly along the East line of said SW 1/4 of NE 1/4 a distance of 768 feet, more or less, to a point that is 45

(CONTINUED)

Schedule A (Continued)

No.

T16848

O 025373

feet southeasterly of and at right angles to the centerline of Project No. OLS-059-025-001 and the point of beginning of the property herein to be conveyed; thence South $84^{\circ}57'30''$ West, parallel with the centerline of said project, a distance of 64 feet, more or less, to a point that is 45 feet southeasterly of and at right angles to the centerline of said Project at Station 169+00; thence southwesterly along a line a distance of 100 feet, more or less, to a point that is 50 feet southeasterly of and at right angles to the centerline of said Project at Station 168+00; thence South $84^{\circ}57'30''$ West, parallel with the centerline of said Project a distance of 475 feet; thence southwesterly along a line a distance of 111 feet, more or less, to a point on the present southeast right of way line of Dry Valley Road that is southeasterly of and at right angles to the traverse of said Road at Station 9+00; thence northeasterly along said present Southeast right of way line a distance of 98 feet, more or less, to the present Southeast right of way line of Alabama Highway No. 25; thence northeasterly along said present Southeast right of way line a distance of 682 feet, more or less, to the East line of said SW 1/4 of NE 1/4; thence southerly along said East line a distance of 20 feet, more or less, to the point of beginning.

Inst # 1999-07703

02/24/1999-07703
11:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NYS 1591.00