

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS INSTRUMENT PREPARED BY:
Wallace, Ellis, Fowler, Head & Justice
P O Box 587
Columbiana, AL 35051

PURCHASE MONEY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned City of Calera, Alabama, is justly indebted to Sidney M. Bird, Jr.
in the sum of Five Hundred Fifty Thousand and NO/100 Dollars (\$550,000.00) (the
“Indebtedness”) evidenced by a promissory note of even date, and

WHEREAS, it is desired by the undersigned to secure the prompt payment of the
Indebtedness with interest.

NOW, THEREFORE, in consideration of the Indebtedness, and to secure the prompt
payment thereof at maturity, the undersigned City of Calera, Alabama (hereafter, the
“Mortgagors”), do hereby grant, bargain, sell and convey unto the said Sidney M. Bird, Jr.
(hereinafter, the “Mortgagee”), the following described real property (the “Property”) situated in
Shelby County, Alabama, to-wit:

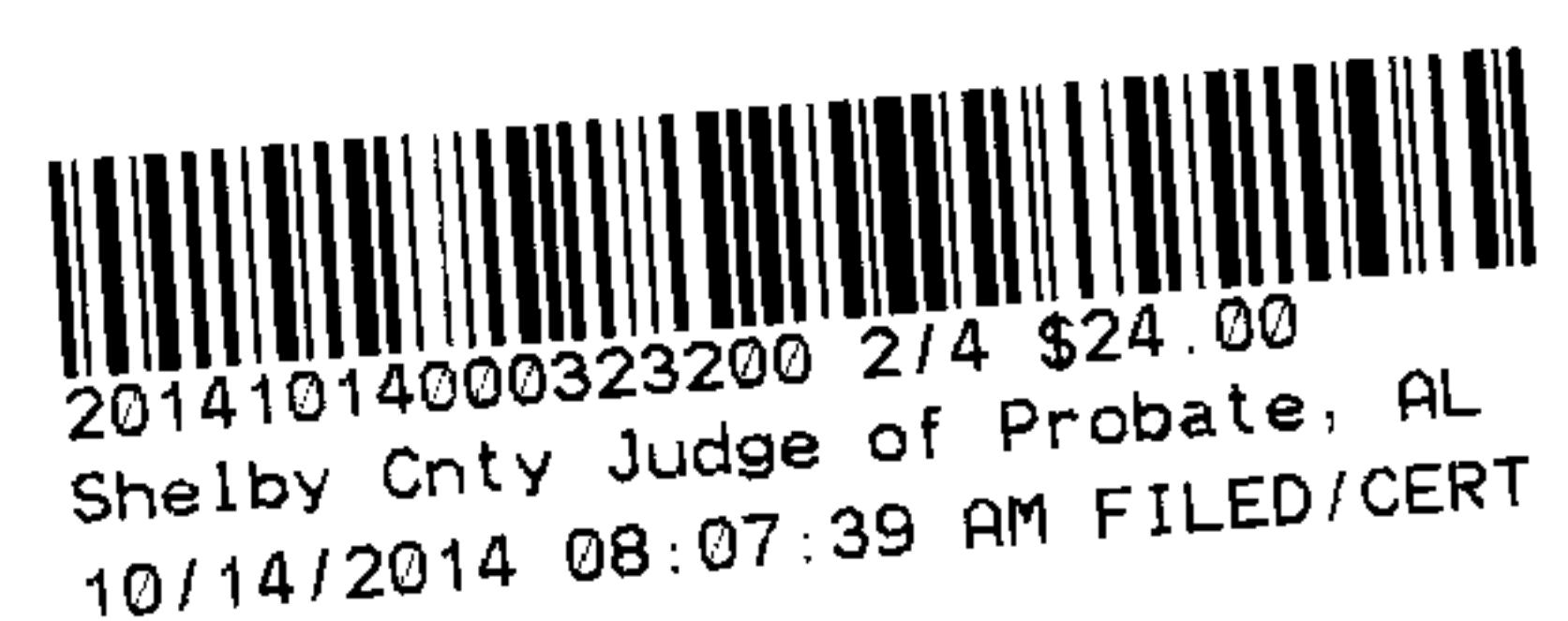
SEE ATTACHED EXHIBIT “A” FOR LEGAL DESCRIPTION.

Subject to taxes for 2015 and subsequent years.
The proceeds of this loan have been applied toward the purchase price of the Property
described above conveyed to Mortgagor simultaneously herewith.

TO HAVE AND TO HOLD the above granted premises unto the Mortgagee forever; and for
the purpose of further securing the payment of the Indebtedness, the undersigned agrees to pay
all taxes, or assessments, when legally imposed upon the Property, and should default be made in
the payment of taxes or assessments, the Mortgagee has the option of paying off them; and to
further secure the Indebtedness, the undersigned agrees to keep the improvements on the real
estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable
value thereof in companies satisfactory to the Mortgagee, with loss, if any, payable to the
Mortgagee, as the interest of the Mortgagee may appear, and promptly to deliver the policies, or
any renewals of the policies, to the Mortgagee; and if the undersigned fails to keep the Property
insured as above specified, or fails to deliver the insurance policies to the Mortgagee, then the
Mortgagee has the option of insuring the Property for the reasonable insurable value for the
benefit of the Mortgagee, the policy, if collected, to be credited on the Indebtedness, less cost of
collecting same; all amounts so expended by the Mortgagee for taxes, assessments or insurance,
shall become a debt to the Mortgagee, additional to the debt hereby specially secured, and shall

be covered by this Mortgage, and bear interest from the date of payment by the Mortgagee, and be at once due and payable.

Upon condition, however, that if the Mortgagor pays the Indebtedness, and reimburses the Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the Mortgagee, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagee in the Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of the 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 Mortgagee 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, in some newspaper published in Shelby County, Alabama, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in Shelby County, 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 be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Indebtedness in full, whether or not it shall have fully matured, at the date of the sale, but no interest shall be collected beyond the day of sale; and fourth, the remainder, if any, to be turned over to the Mortgagor; and the undersigned further agrees that the Mortgagee may bid at said sale and purchase the Property, if the highest bidder therefore, as through a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and the undersigned further agrees to pay a reasonable attorney's fee to the Mortgagee 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.



It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the persons named as grantees in the granting clause herein.

Any estate or interest herein conveyed to the Mortgagee, or any right or power granted to the Mortgagee in or by this mortgage, is hereby expressly conveyed and granted to the heirs, and agents, and assigns of the Mortgagee.

IN WITNESS WHEREOF, the said CITY OF CALERA, ALABAMA, a municipal corporation, by its Mayor, Jon Graham, who is authorized to execute this conveyance , has hereto set its signature and seal, this the 10th day of October, 2014.

CITY OF CALERA, ALABAMA

BY: Jon Graham
Jon Graham, Its Mayor

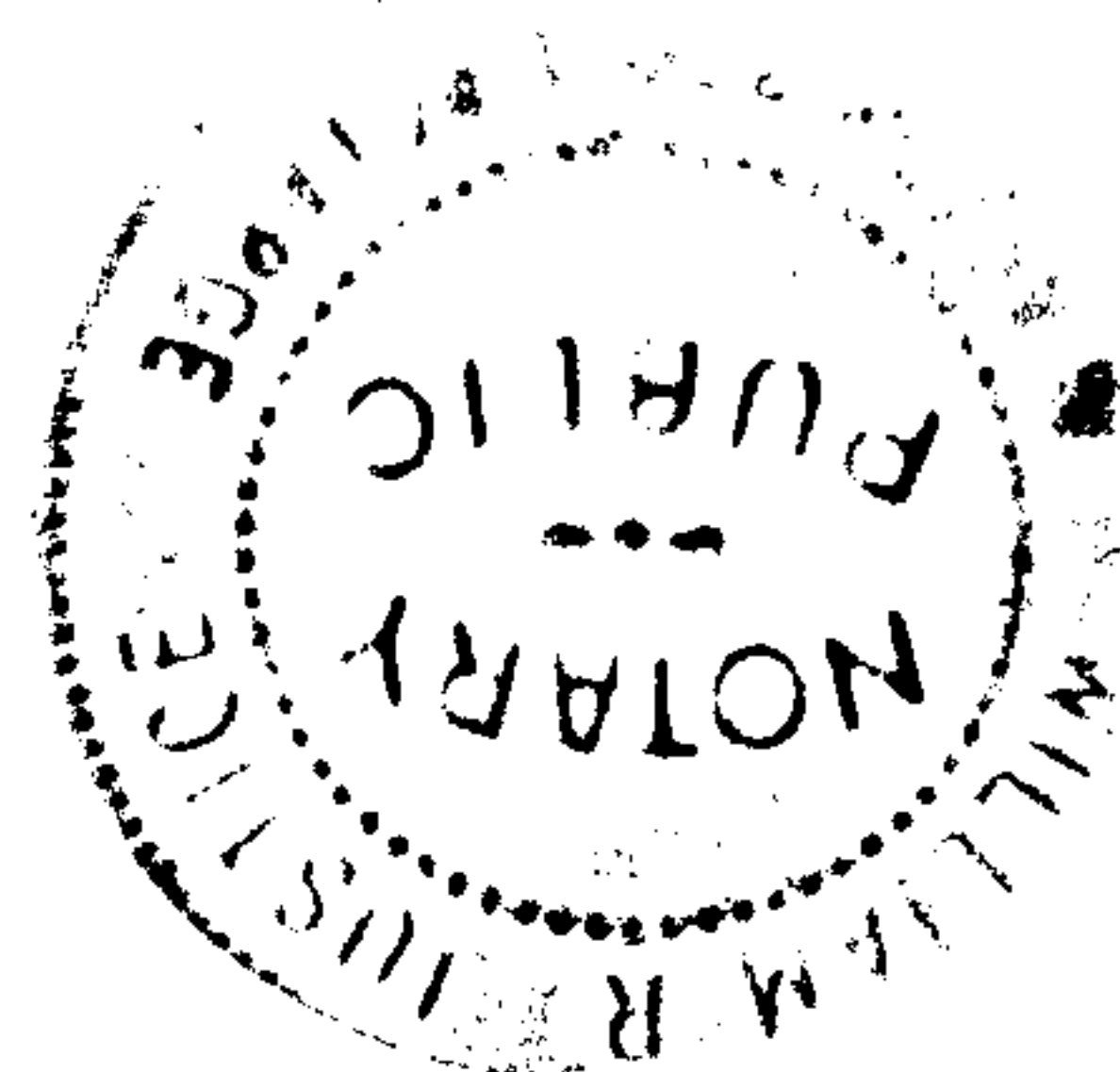
STATE OF ALABAMA
COUNTY SHELBY

Personally appeared before me, the undersigned authority in and for the said County and State, on this 10th day of October, 2014 within my jurisdiction, the within named Jon Graham, who acknowledges that he/she is Mayor of City of Calera, Alabama, a municipal corporation and who acknowledges that for and on behalf of City of Calera, Alabama and as its act and deed in its said representative capacity he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and official seal, this the 10th day of October, 2014.

My Commission Expires: 9/12/15

William R. Jentur
Notary Public



20141014000323200 3/4 \$24.00
Shelby Cnty Judge of Probate, AL
10/14/2014 08:07:39 AM FILED/CERT

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

The South 210 feet of Block #47, Dunstan's Map of Calera, Alabama, East of U.S. Highway No. 31, being Lots 1, 2, 3, 4, 5, 6, 7, 8 and the South 10 feet of Lot 9, more particularly described as: Commence at the Northeast corner of Section 21, Township 22 South, Range 2 West; thence run West along the North line of said section, a distance of 1,907.30 feet to the centerline of the L&N Railroad Main Track; thence turn an angle of 90 degrees 31 minutes 00 seconds to the left and run along the centerline of said railroad, a distance of 270.00 feet; thence turn an angle of 90 degrees 00 minutes 00 seconds to the right and run a distance of 100.00 feet to the point of beginning; thence continue in the same direction, a distance of 183.24 feet to the East right of way of U.S. Highway #31; thence turn an angle of 86 degrees 10 minutes 00 seconds to the left and run along said highway right of way, a distance of 210.47 feet to the North line of 8th Avenue; thence turn an angle of 93 degrees 50 minutes 00 seconds to the left and run along the North line of 8th Avenue, a distance of 197.31 feet to the southeast corner of Lot 1, Block 47, Dunstan's Map; thence turn an angle of 90 degrees 00 minutes 00 seconds to the left and running along a line 100 feet westwardly from and parallel to said centerline of the main track; a distance of 210 feet to the point of beginning; situated in the Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section 21, Township 22 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama.

PARCEL 2:

The North 200.0 feet of Block 46, Dunstan's Map of Calera, Alabama, East of U.S. Highway #31, being Lots 2, 3, 4, 5, 6, 7 and 9, more particularly described as follows: Commence at the northeast corner of Section 21, township 22 South, Range 2 West; thence run West along the North line of said section, a distance of 1,907.30 feet to the centerline of the L&N Railroad main track; thence turn an angle of 90 degrees 31 minutes 00 seconds to the left and run along said centerline, a distance of 555.00 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 100.00 feet to the northeast corner of Lot 9 of said Block 46 and the point of beginning; thence continue in the same direction a distance of 202.34 feet to the East right of way of U.S. Highway #31; thence turn an angle of 86 degrees 10 minutes 00 seconds to the left and run along said highway a distance of 200.46 feet; thence turn an angle of 93 degrees 50 minutes 00 seconds to the left and run a distance of 215.74 feet to the southeast corner of Lot 2 of said Block 46, said point 100 feet westwardly from and at right angles to the centerline of said main line track; thence turn an angle of 90 degrees 00 minutes 00 seconds to the left and running along a line 100 feet westwardly from and parallel to said centerline of the main track, a distance of 200.00 feet to the point of beginning. Situated in the Northwest Quarter of the Northeast Quarter (NW1/4 of NE1/4), Section 21, Township 22 South, Range 2 west, Huntsville Meridian, Shelby County, Alabama.

PARCEL 3:

All of 8th Avenue, which lies between the East boundary of Highway 31 and the West boundary of L & N Railroad in the Town of Calera, Shelby County, Alabama.

