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19800220000019850 1/7 \$.00
Shelby Cnty Judge of Probate, AL
02/20/1980 12:00:00 AM FILED/CERT

SHELBY COUNTY

Columbiana, Alabama

hereinafter called Mortgagor, has become justly indebted to _____
SMALL BUSINESS ADMINISTRATION,
 hereinafter called Mortgagee, in the sum of \$ 57,500.00, evidenced
 by a Note of even date herewith in the principal amount of \$ 57,500.00,
 bearing interest from date at the rate provided in said Note, if not
 sooner due, any indebtedness hereby secured shall be due and payable in
 full on the 19th day of March, 19 83.

AND WHEREAS the said SIMSCO, INC.

Mortgagor, is desirous of securing the prompt payment of said indebtedness with interest when the same falls due.

NOW, THEREFORE, IN CONSIDERATION of the said indebtedness and to secure the prompt payment of same at maturity, the said Mortgagor does hereby grant, bargain, sell and convey unto the said Mortgagee the following described property situate in COLUMBIANA, SHELBY County, State of Alabama, to-wit:

All of the real property described herein, together with each and every building of whatsoever kind or nature situated thereon or hereafter constructed upon said land or any part thereof, during the term of the loan which this Mortgage is given to secure, said real property being more particularly described as follows:

PARCEL I

Commence at the NW corner of Section 26, T 21 S, R 1 W and run S $1^{\circ} 44'$ E along the west boundary line of said section a distance of 849.41' to a point lying N $1^{\circ} 44'$ W and 338.28' from the point of intersection of the said section line and the NW 50' right of way line of Southern Railway; thence turn an angle of $124^{\circ} 09'$ to the left and run N $54^{\circ} 07'$ E a distance of 825.60' to the point of beginning of the parcel of land herein described; thence continue N $54^{\circ} 07'$ E a distance of 460.73' to a point; thence turn an angle of $55^{\circ} 34'$ to the left and run N $1^{\circ} 27'$ W a distance of 366.1' to a point; thence turn an angle of $90^{\circ} 00'$ to the right and run N $88^{\circ} 33'$ E a distance of 105.00' to a point; thence turn an angle of $90^{\circ} 00'$ to the left and run N $1^{\circ} 27'$ W a distance of 210.00' to a point; thence turn an angle of $70^{\circ} 10'$ to the left and run N $71^{\circ} 37'$ W a distance of 152.83' to a point; thence turn an angle of $70^{\circ} 10'$ to the right and run N $1^{\circ} 27'$ W a distance of 269.28' to a point; thence turn an angle of $69^{\circ} 02'$ to the left and run N $70^{\circ} 29'$ W a distance of 283.76' to a point; thence turn an angle of $20^{\circ} 58'$ to the left and run S $88^{\circ} 33'$ W a distance of 76.27' to a point; thence turn an angle of $90^{\circ} 00'$ to the left and run S $1^{\circ} 27'$ E a distance of 1259.29' to the point of beginning.

Said parcel of land is situated in Shelby County, Alabama and lying in the NW 1/4 of NW 1/4, Sec. 26, T 21 S, R 1 W and contains 9.75 acres (also lying in the SW 1/4 of SW 1/4 Sec. 23, T 21 S, R 1 W).

U. S. Department of Commerce
Economic Development Administration

BY: William H. & Catherine L.

My Commission expires 4-9-76

Notary Public

The within mortgage having been paid in full, the Office of the Judge of Probate, Shelby County, Alabama is hereby authorized and directed to mark the same satisfied and canceled of record.

This 3rd day of September, 1976.

Signed, sealed and delivered in the presence of:

Witness

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James Co. Inc
Box 916



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PARCEL II

Also to include an easement of 50' in width to provide for an access road to the parcel of land herein described in Parcel I, more particularly described as follows:

Commence at the NW corner of Sec. 26, T 21 S, R 1 W and run S 1° 44' E along the west boundary of said section a distance of 849.41' to a point; thence turn an angle of 124° 26' to the left and run N 54° 07' E a distance of 325.60' to the point of beginning; thence continue N 54° 07' E a distance of 60.62' to a point; thence turn an angle of 124° 09' to the right and run S 1° 27' E a distance of 338.28' to the NW right of way line of Southern Railway; thence turn an angle of 55° 34' to the right and run S 54° 07' W along said Right of Way line a distance of 60.62' to a point; thence turn an angle of 124° 26' to the right and run N 1° 27' W a distance of 338.28' to the point of beginning. Excepting that part now being used as a public road.

Said easement is lying in the 1W 1/4 of NW 1/4, Sec. 26, T 21 S, R 1 W and contains 0.39 acres.

AND, IN FURTHER CONSIDERATION of the premises and of the said indebtedness and to secure the prompt payment of same at maturity, said Mortgagor does hereby also grant, bargain, sell and convey unto the said Mortgagee the following described personal property now situated in said State and County, more particularly described as follows:

QUANTITY	DESCRIPTION	SERIAL NO.
1	DRILL PRESS, Craftsman 15", Model 103	24511
1	SAND CUTTER, Molder's Friend Co., Dallas City, Ill. 54" Brush	
1	SHELL CORE MOLDING MACHINE, Dependable Co., Model 100-S	1005-203
1	STOCK CORE MACHINE, Wadsworth	1200RMD
1	CORE OVEN, Porbeck Mfg. Co., 5 drawer, 220 V, 3 phase, 30 amp., 1½ HP blower	1746
1	INTERNATIONAL CORE BLOWER, Type SB-7	893
1	CORE SAW, Cutoff type, Wadsworth	None
1	DEMMLER CORE BLOWER, Style No. 55	4208
1	SAND MULLER, skip hoist, National Bucket Co., Muller-Simpson #1	E84067 66390
1	BEARDSLEY & PIPER MULBURO	MB3651487
1	MONORAIL SYSTEM - 4 ladle handler - 3 - 200# ladles, 1 - 600# ladle and 2 - 50# hand ladles; 6 - 80' Cross System, 3 - 80' stationery lengthwise system and 3 - 24' bridge cranes	
1	PLATFORM SCALES, Howe Scale Co., 2000# size	H-13179
1	SCALES, small bench type, 40#, Toledo, Style 4652EE	856839
1	CARBON EQUIVALENT ANALYZER, Leeds Northrop Co.	6431221-5
1	MICROSCOPE METALLURGICAL UNITRON, Polaroid camera	MEC-3196
1	PYROMETER PYRO OPTICAL PYROMETER INST. CO. No. 84 Foundry type, 1800-3400 degree and Red. Scale 2200 degree	16805

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QUANTITY	DESCRIPTION	SERIAL NO.
2	AIR COMPRESSORS, Westinghouse, 15 HP, Model 4AWCH, Motor, 220/440 V, 39/19.5 amps, 120 gal. tank, dual controls	6410 319B314G95 458X629 & 458X627
1	GRINDER, Craftsman 1/3 HP, Model 397.19580	
1	DISK & BELT SANDER, Craftsman, 1/2 HP	H6397
1	BAND SAW, Craftsman, Model No. 103	24260
1	TABLE SAW w/ STAND, Size 10", Craftsman, Model No. 113	29992
1	RAMMER, Ingersoll Rand, Bench, Size 14	A31563
1	FLOOR GRINDER, double end, 7½ HP, Hisey-Wolf Co.	None
1	AMERICAN WHEELABRATER TUMBLAST, Model 27X36, with loader - 10 HP motor on wheel, 1 HP motor on elevator, 5 HP motor belt, 2 HP motor bucket loader	A67764
1	HEAT TREATING FURNACE, temperature control, Wheelco Instr. Co., Model 7002-TCB furnace - 3' x 2'6" x 10' blower - mid continent, size 12- 1.5, 1½ HP, 315 cfm., 1,700,000 BTU	25K963
1	ROTO CONE DUST COLLECTOR, 10 HP Fairbanks Morse motor, Type 057C, 1½ HP chain geer motor	51278
1	CHAINLINK FENCE SYSTEM, 1000' fence, 6' high, 2 - 20' gates, 3 - walk gates	
5	MONEL POTS, 18" x 12" for annealing furnace	
	JOLT SQUEEZER MOLDING MACHINES:	
	1- Osborn - Model 275-J	11518V
	1- Osborn, Model 275-J	10313-B
	1- Osborn, Model 275J	10313-C
	1- Osborn, Model 275J	11665-TS
	1- Osborn, Model 75J	11996AB
	1- Johnson-Jennings Co., Shop Order No.	2087-3190
1	CORE BLOWER, Radford, #1	None
1	LINEWELDER, Lincoln, Model AC-255S, 220 V Single Phase, 60 cycle	5348-408

FLASKS, Fremont, Molders, snap type:

1 - 10 x 18	Mag. Spreadlock,	4½	cope,	3½	drag
1 - 12 x 14	" "	4½	"	3½	"
1 - 12 x 16	" "	4½	"	3½	"
1 - 12 x 18	" "	4½	"	3½	"
1 - 12 x 20	" "	5	"	4	"
1 - 12 x 22	" "	5	"	4	"
1 - 14 x 16	" "	4	"	3½	"
1 - 14 x 16	" "	5	"	4½	"
1 - 14 x 18	" "	5	"	3½	"
1 - 14 x 22	" "	5	"	4	"
1 - 16 x 16	" "	5	"	3½	"



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QUANTITY

DESCRIPTION

SERIAL NO.

IRON JACKETS:

6 - 10 x 18 x 4 1/2
 6 - 12 x 14 x 4 1/2
 6 - 12 x 16 x 4 1/2
 6 - 12 x 18 x 4 1/2
 6 - 12 x 20 x 4 1/2
 6 - 12 x 22 x 4 1/2
 6 - 14 x 16 x 4 1/2
 6 - 14 x 16 x 6
 6 - 14 x 18 x 4 1/2
 6 - 14 x 22 x 4 1/2
 6 - 16 x 16 x 4 1/2

OFFICE EQUIPMENT:

1

TYPEWRITER, Remington

RET2290696

SUBJECT ONLY to prior lien in favor of THE FIRST NATIONAL BANK OF COLUMBIANA, COLUMBIANA, ALABAMA, in the amount of not more than \$18,000.00 for a term of not more than five (5) years.

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IN CONSIDERATION of the Loan, Mortgagor further agrees:

1. To promptly notify, in writing, the holder of the Note of the acquisition, subsequent to the date of the Note, of any property of the kind or nature required by the Authorization to be hypothecated (including but not limited to property to be constructed or acquired in whole or in part out of the proceeds of the Loan); and set forth in such notice a description, the cost and quantity of all such property so acquired.
2. That all such after-acquired property shall forthwith become subject to the lien of any such hypothecation.
3. To, at the request of the holder of the Note, promptly execute and deliver to such holder, at the expense of Mortgagor, all instruments in form and substance satisfactory to Counsel for the holder of the Note, creating a valid first lien on such after-acquired property whether by supplemental instrument of hypothecation or otherwise.
4. That Mortgagee will be immediately advised upon the removal of Mortgagor's chattels from one recording jurisdiction to another, and that Mortgagor further agrees to furnish Mortgagee a quarterly report showing the location of all chattels hypothecated to secure the loan.



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TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, its successors 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 the same; and to further secure said indebtedness, the Mortgagor agrees to keep the granted property insured against loss or damage by fire, and extended coverage for the fair and reasonable insurable value thereof in company satisfactory to the Mortgagee with loss payable to said Mortgagee as its interest may appear, and to promptly deliver said policies or any renewal of said policies to said Mortgagee; and if Mortgagor fails to keep said property insured as above specified, or fails to deliver said insurance policies to said Mortgagee, then the said Mortgagee, its successors 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 the cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments, or insurance shall become a debt to said Mortgagee, its successors 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, its successors or assigns, and be at once due and payable. The foregoing shall not be construed as an obligation of the Mortgagee to pay taxes, assessments or insurance on the granted property.

Upon condition, however, that no delay or failure of the Mortgagee to exercise any option to declare the maturity of any debt secured by this Mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present default on the part of said Mortgagor, and that the procurement of insurance or payment of taxes by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagor to procure such insurance or to pay such taxes, it being agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except as evidenced in writing signed by the Mortgagor and by the Mortgagee.

And, further, upon condition that Mortgagor shall not sell, transfer or dispose of any of the property described herein nor remove any chattels herein hypothecated from their present situs, without the written consent of Mortgagee.

And, further, upon condition, however, that if the Mortgagor pays said indebtedness and reimburses said Mortgagee, its successors 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 said Mortgagee, its successors 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 encumbrance thereof, or by the bankruptcy or insolvency of the Mortgagor 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 at the option of Mortgagee, and this mortgage be subject to foreclosure and sale under power as now provided by law in case of past due mortgages, and the said Mortgagee, its successors, agents or assigns, shall be authorized and empowered to take possession of said personal property, peaceably and without order of any court or any other legal action, and thereupon to sell and dispose of same at public or private sale, to the highest bidder for cash, without the necessity of giving notice to Mortgagor by publication, posting or otherwise, Mortgagee having and reserving the right to become purchaser thereof should it so desire, and the said Mortgagee, its agents, successors or assigns, shall further be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving 30 days' notice by publication once a week for three consecutive weeks of the time, place and terms of sale, in some newspaper published in said County, sell the same in parcels or in bulk as Mortgagee, its successors, agents or assigns, deem best, before the Courthouse door of said County, at public outcry, to the highest bidder for cash, free and clear of all rights of homestead, dower, and equity of redemption, all of which rights are hereby expressly waived, and to execute title to the purchaser thereof, and the proceeds of said sale will be applied as follows: first, to the expense of advertising, selling and conveying said property; 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 reasonable attorneys' fees or other encumbrances, and necessary expense of care and preservation of said property, 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; and fourth, the balance, if any, to be turned over to the said Mortgagor, or order, and the Mortgagor here agrees that said Mortgagee, its successors or assigns, may bid at said sale and purchase said property if the highest bidder therefor; and, in the event the foreclosure of this mortgage is effected through the Chancery Court, or by sale under power, the Mortgagor agrees to pay a reasonable attorney's fee to said Mortgagee, its successors or assigns, which fee shall be a part of the debt hereby secured.



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WITNESS the seal of the corporation and the signatures of
the duly authorized officers. This 19th day of March,
1965.

(Corporate Seal)

SIMSCO, INC.

By: Hugh M. Sims, Jr. (L.S.)
President

ATTEST:

J. M. Pao (L.S.)
Secretary

WITNESSES:

Frank Ellis, Jr.

STATE OF ALABAMA
SHELBY COUNTY

ACT NO. 770

I hereby certify that no Mortgage Tax has been
collected on this instrument.

Conrad A. Anderson
Judge of Probate

"NO TAX COLLECTED"

STATE OF ALABAMA

SHELBY COUNTY

I, THE UNDERSIGNED, a Notary Public in and
for said County in said State, hereby certify that HUGH M. SIMS
JR., whose name as President
of SIMSCO, INC., a corporation, 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 officer, and with full authority, executed the
same voluntarily for and as the act of said corporation, acting in his
capacity as aforesaid.

Given under my hand and official seal, this 19th day of
March, 1965.

Frank Ellis, Jr.
Notary Public

My Commission expires:

7/7/68

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1980 FEB 20 PM 1:38

Thomas P. Shaw
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 10 AM
3/19/65

RECORDED
& \$ 10.50
PD. CNT

Conrad A. Anderson
JUDGE OF PROBATE

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