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STATE OF ALABAMA )

Shelby ) COUNTY )

JUNIOR MORTGAGE  
(Precomputed Interest Loan)

This indenture is made and entered into this 25th day of June, 19 82 by and between Roger Dale Smith,  
an unmarried man (hereinafter called "Mortgagor", whether one or more) and DAC Corporation of Ala.,  
an Alabama corporation (hereinafter called "Mortgagee").

WHEREAS, Roger Dale Smith, an unmarried man is (are) justly indebted to  
the Mortgagee in the total amount of Twenty Thousand Nine Hundred Thirty-seven & 96/100 -----  
(\$ 20,937.96) as evidenced by that certain promissory note of even date herewith, which bears interest as provided therein and which  
has a final maturity date of July 1, 1991  
(\$ 10,000.00) of said total amount being the principal amount.)

Now, therefore, in consideration of the premises, and to secure the payment of the total amount of the debt evidenced by said note and any and  
all extensions and renewals thereof, or of any part thereof, including all interest payable on the principal amount of said debt and on any and all such  
extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and renewals and the interest thereon, is  
hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell  
and convey unto the Mortgagee, the following described real estate, situated in Shelby County, Alabama (said real  
estate being hereinafter called "Real Estate"):

See "Exhibit A" for legal description.

ALSO, KNOWN AS: Route 1, Box 757  
Leeds, Alabama 35094

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed  
Real Estate and conveyed by this mortgage.

To have and to hold the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee  
that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real  
Estate is free of all encumbrances, except as otherwise set forth herein, and the Mortgagor will warrant and forever defend the title to the Real Estate  
unto the Mortgagee, against the lawful claims of all persons.

This mortgage is junior and subordinate to the following mortgage:

1. Mortgage from N/A  
to N/A dated N/A and recorded  
in N/A Book N/A, at page N/A in the Probate Office of N/A County, Alabama.

The Mortgagor hereby authorizes the holder of any prior mortgage encumbering the Real Estate to disclose to the Mortgagee the following  
information: (1) the amount of indebtedness secured by such mortgage; (2) the amount of such indebtedness that is unpaid; (3) whether any  
amount owed on such indebtedness is or has been in arrears; (4) whether there is or has been any default with respect to such mortgage or the  
indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby which the Mortgagee  
may request from time to time.

The Mortgagor expressly agrees that if default should be made in the payment of principal, interest or any other sum payable under the terms  
and provisions of the prior mortgage or mortgages listed above or any other such prior mortgage, the Mortgagee may, but shall not be obligated to, cure  
such default, without notice to anyone, by paying whatever amounts may be due under the terms of such prior mortgage so as to put the same in good  
standing; and any and all payments so made, together with interest thereon at the rate of 1-1/2% per month, shall be added to the indebtedness secured  
by this mortgage. Any such amount paid by Mortgagee, with interest thereon, shall be immediately due and payable; and, if such amount is not paid in  
full immediately by Mortgagor, then, at the option of the Mortgagee, this mortgage shall be in default and subject to immediate foreclosure in all  
respects as provided by law and by the provisions hereof.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking  
priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee,  
at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the  
Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended  
coverage endorsement, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the  
full insurable value of the improvements located on the Real Estate unless the Mortgagee agrees in writing that such insurance may be in a lesser  
amount. The original insurance policy and all replacements therefor, shall be delivered to and held by the Mortgagee until the Debt is paid in full. The  
insurance policy must provide that it may not be canceled without the insurer giving at least fifteen days prior written notice of such cancellation to  
the Mortgagee at the following address:

DAC Corporation of Ala. 3940 Montclair Road, Suite 307 Birmingham, Ala. 35213

Subject to the rights, if any, of the holder of any prior mortgage set forth above, the Mortgagor hereby assigns and pledges to the Mortgagee as further  
security for the payment of the Debt each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part  
thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the  
Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor  
fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may  
declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and,  
regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall  
not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss,  
for its own benefit, the proceeds from such insurance (less the cost of collecting same), if collected, to be credited against the Debt, or, at the election of  
the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the  
Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor and at once payable, without demand upon or notice to  
the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by the Mortgagee until paid at the rate of  
1 1/2% per month.

Subject to the rights, if any, of the holder of any prior mortgage set forth above, the Mortgagor hereby assigns and pledges to the Mortgagee as  
further security for the payment of the Debt the following described property, rights, claims, rents, profits, issues and revenues:

1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or  
hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents,  
profits, issues and revenues;

2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real  
Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real  
Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the  
voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized  
on behalf of the Mortgagor to execute and defend all acquittances for, and appeal from, any such judgments or awards. The  
Mortgagee shall apply all such sums so received, or any part thereof, toward the payment of all the Mortgagee's expenses, including court costs and  
attorneys' fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount or any part thereof so  
received may be released or may be used to rebuild, repair, restore or replace all of the improvements located on the Real Estate.

PREFERRED RESEARCH, INC.

1616 SIXTH AVENUE NORTH  
BIRMINGHAM, ALABAMA 35203

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BOOK

The Mortgagor agrees to take good care of the Real Estate and to keep the same in as good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the note evidencing the Debt, the Debt shall become immediately due and payable, at the option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof or any interest therein.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

Upon condition, however, that if the Mortgagor pays the Debt (which Debt includes the indebtedness evidenced by the promissory note referred to hereinbefore and any and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and renewals) and reimburses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its obligations under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (6) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based); (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (8) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) a default or event of default occurs under any prior mortgage; or (10) Mortgagor, or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Mortgagor's inability generally to pay such Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such Mortgagor in any bankruptcy reorganization or insolvency proceedings; or (11) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor, or any of them if more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt (which includes principal and accrued interest) shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a reasonable attorney's fees (provided, however, that such attorney's fees shall not exceed 15% of the unpaid Debt after default and referral to an attorney not a salaried employee of the Mortgagee and no such attorney's fees shall be collectible if the original principal amount or the original amount financed does not exceed \$300); second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt (which includes principal and accrued interest) 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 paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagor agrees to pay all costs, including reasonable attorney's fees (not exceeding 15% of the unpaid Debt after default and referral to an attorney not a salaried employee of the Mortgagee; provided, however, that no such attorney's fees shall be collectible if the original principal amount or original amount financed does not exceed \$300) incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgage, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a good and sufficient deed to the Real Estate.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee shall inure to the benefit of the Mortgagee's successors and assigns.

In witness whereof, the undersigned Mortgagor has (have) executed this instrument on the date first written above.

*Margaret Pennington*  
Margaret Pennington

*Roger Dale Smith*  
Roger Dale Smith

#### ACKNOWLEDGMENT FOR INDIVIDUAL (S)

STATE OF ALABAMA )  
Shelby COUNTY )

I, the undersigned authority, in and for said county in said state, hereby certify that

Roger Dale Smith, an unmarried man

, whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 25th day of June, 19 82

This instrument prepared by:  
Margaret Pennington  
DAC Corporation of Ala.  
3940 Montclair Road, Suite 307  
Birmingham, Alabama 35213

*Margaret Lindsay Pennington*  
Notary Public

My commission expires:  
12-29-83

NOTARY MUST AFFIX SEAL

#### ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA )  
COUNTY )

I, the undersigned authority, in and for said county in said state, hereby certify that

, whose name as

of \_\_\_\_\_, 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.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

*at 401 Preferred Research*  
*1616-6th Ave. No.*  
*B'ham, Al.*  
*35203*

Notary Public

My commission expires:

NOTARY MUST AFFIX SEAL

*Preferred Research*

EXHIBIT A

Begin at the NE corner of NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 16, Township 19 South, Range 1 West; thence South 88 deg. 50' West along North line of said  $\frac{1}{4}$  Section 330.25 feet; thence South 7 deg. 59' 30" East 310.45 feet; thence South 52 deg. 25' 36" East 126.79 feet; thence North 30 deg. 52' 30" East 210.00 feet; thence South 59 deg. 07' 30" East 177.96 feet to the East line of said  $\frac{1}{4}$  Section; thence North 13 deg. 29' West 311.62 feet to the point of beginning. Containing 2.34 acres.

Also a 15.00 feet Easement, more particularly described to the center line as follows: 7.5 feet Each side of the following described line:

Commence at the NE corner of the NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 16 Township 19 South Range 1 West; thence South 88 deg. 50' West along the North line of said  $\frac{1}{4}$  Section 330.25 feet; thence South 7 deg. 59' 30" East 310.45 feet; thence South 37 deg. 31' 24" West 7.50 feet to the point of beginning of said easement; thence South 52 deg. 25' 36" East 127.23 feet; thence South 59 deg. 07' 30" East 264.00 feet; thence South 35 deg. 03' East 41.97 feet; thence South 25 deg. 28' East 221.14 feet to the center line of Dunavant Road and the end of easement.

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

1982 JUL -1 AM 9:14

*Thomas G. Snowden, Jr.*  
JUDGE OF PROBATE

mtg.	15.00
Rec.	4.50
Insul.	1.00
	<hr/> 20.50