

This instrument was prepared by

(Name) John R. Frawley, Jr., Attorney at Law

(Address) P. O. Box 66111, Irondale, AL 35210-2694

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Joseph DeMarco, Jr. and DeMarco Concrete Block Company, Inc., a corporation
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Higgenbotham Oil Company, Inc.

(hereinafter called "Mortgagee", whether one or more), in the sum
of Ninety-Three Thousand Eight Hundred----- Dollars
(\$ 93,800.00), evidenced by note of even date

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,

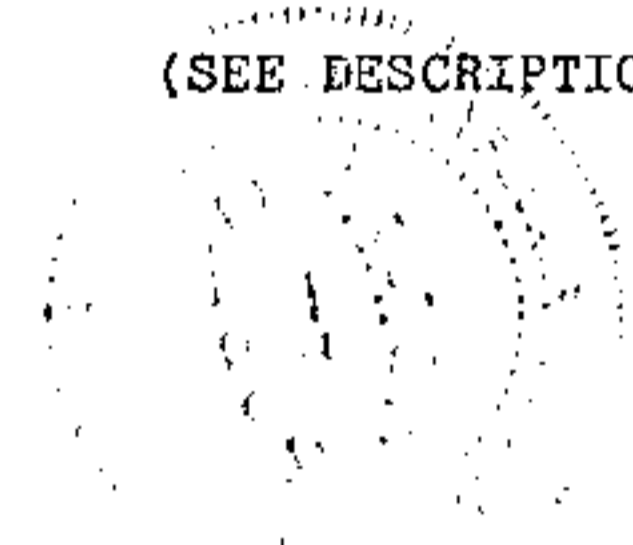
Joseph DeMarco, Jr. and DeMarco Concrete Block Company, Inc., a corporation

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:

(SEE DESCRIPTIONS ATTACHED AS EXHIBIT "A" TO THIS INSTRUMENT)

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

Stanford L. Shuman
1701 1/2 Ed. Bldg
B'ham, AL 35203

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 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.

IN WITNESS WHEREOF the undersigned Joseph DeMarco, Jr. and DeMarco Concrete Block Company, Inc have hereunto set my signature and seal, this 20th day of September, 19 83

Joseph DeMarco, Jr. (SEAL)
Joseph DeMarco, Jr., Individually

Joseph DeMarco, Jr. (SEAL)
Joseph DeMarco, Jr., as President of
DeMarco Concrete Block Company, Inc. (SEAL)

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THE STATE of ALABAMA }
JEFFERSON COUNTY }

I, John R. Frawley, Jr., a Notary Public in and for said County, in said State, hereby certify that Joseph DeMarco, Jr.

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 20th day of September, 19 83
John R. Frawley, Jr. Notary Public.

THE STATE of ALABAMA }
JEFFERSON COUNTY }

I, John R. Frawley, Jr., a Notary Public in and for said County, in said State, hereby certify that Joseph DeMarco, Jr.

whose name as President of DeMarco Concrete Block Company, Inc. 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 the 20th day of September, 19 83
John R. Frawley, Jr. Notary Public

Stanford J. Skinner
1701 City Federal Building
Birmingham, AL 35203

Return to:

JOSEPH DEMARCO, JR. AND
DEMARCO CONCRETE BLOCK COMPANY, INC.

TO

HIGGENBOTHAM OIL COMPANY

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203

PARCEL III:

A parcel of land located in the W 1/2 of the SE 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the NW 1/4 of the SE 1/4 of said Section, thence in a Westerly direction along the South line of said 1/4-1/4 Section a distance of 56.02 feet to the point of beginning; thence continue along last described course a distance of 17.81 feet, thence 88 degrees 23 minutes right in a Northerly direction a distance of 174.72 feet, thence 48 degrees 31 minutes 30 seconds left in a Northwesterly direction a distance of 17 feet, thence 66 degrees 16 minutes 20 seconds left in a Southwesterly direction a distance of 417.09 feet, thence 83 degrees 57 minutes 23 seconds left in a Southeasterly direction a distance of 89.93 feet, thence 15 degrees 09 minutes 23 seconds left in a Southeasterly direction a distance of 122.76 feet, thence 38 degrees 06 minutes 43 seconds left in a Southeasterly direction a distance of 328.62 feet, thence 108 degrees 08 minutes 30 seconds left in a Northerly direction a distance of 276.92 feet to the point of beginning.

PARCEL IV:

Lots 1 and 2 according to the Map of Spring Garden Estates, as recorded in the Probate Office of Shelby County, Alabama in Map Book 4 on page 56.

PARCEL V:

A part of the W 1/2 of SE 1/4 of SE 1/4 and part of SW 1/4 of SE 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

Begin at the SE corner of the W 1/2 of SE 1/4 of SE 1/4 of said Section 14 and run west along south lines of said 20 acres to its intersection with the NE right-of-way line of the L & N Railroad; thence in a northwesterly direction along the NE right-of-way line of said railroad to a point which is 210 feet measured along said railroad right-of-way from the south line of lot known as Section house lot; thence turn an angle of 90 degrees to right and run northeasterly along southeast line of lands belonging to America-Marietta Company, a distance of 550 feet, more or less, to the southeast right-of-way of the Old Tuscaloosa dirt road; thence in an easterly and southeasterly direction along old Tuscaloosa dirt road to its intersection with the east line of the W 1/2 of SE 1/4 of SE 1/4 of said Section 14; thence south along east line of said W 1/2 of SE 1/4 of SE 1/4 of said Section 14 to the point of beginning; excepting right-of-way sold to Superior Lime and Hydrate Company as described in Deed Book 79, Page 16 and more particularly described as follows: Beginning at a point south 29 degrees east 634 feet from the NW corner of SE 1/4 of SE 1/4 of said Section 14; thence south 11 degrees 30 minutes east 537 feet; thence south 1 degree west 354 feet to the right-of-way of the L & N Railroad; thence north 57 degrees west along said R/O/W 28 feet; thence north 1 degree east 340.5 feet; thence north 11 degrees 30 minutes west 557.8 feet; thence south 33 degrees east 32 feet to the point of beginning, being a railroad R/O/W.

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Also EXCEPT lot sold to Jewel Hawkins as described in Deed Book 140, Page 217 as follows: Beginning at the southeast corner of the Section house lot of the L & N Railroad Company situated in the SW 1/4 of SE 1/4 of Section 14, Township 20, Range 3 West and run thence southeast along the right-of-way of the L & N Railroad Company a distance of 210 feet; run thence NE to the old Tuscaloosa Road, run thence in a southeasterly direction along the Old Tuscaloosa Road a distance of 470 feet for a point of beginning of lot herein described and excepted; run thence southeasterly along said Old Tuscaloosa Road a distance of 75 feet; thence run southwesterly and perpendicular to Old Tuscaloosa Road a distance of 100 feet; run thence northwesterly and parallel with Old Tuscaloosa Road a distance of 75 feet; run thence in a north-easterly direction a distance of 100 feet to point of beginning of said exception. Also EXCEPT lot sold to James Adams, said lot being in the W 1/2 of SE 1/4 of SE 1/4, Section 14, Township 20 South, Range 3 West, and being 75 feet by 100 feet on southwest side of Old Tuscaloosa Road and 25 feet northwest from the intersection of the southwest line of Old Tuscaloosa Road with the east line of the W 1/2 of SE 1/4 of SE 1/4 of said Section 14. Also excepting easement to Southern Natural Gas Corporation and Plantation Pipe Line Company.

PARCEL VI:

That part of the E 1/2 of SE 1/4 of Section 14, Township 20, Range 3 West, Shelby County, Alabama, which lies South and West of the right of way of A. B. & C. R. R. (now Seaboard Coast Line Railroad) and North and East of the old location of the public road leading from Pelham to Helena, Alabama, which road is called the Old Tuscaloosa Road. Also that part of the SE 1/4 of Section 14, Township 20, Range 3 West, described as beginning at the SE corner of Louisville & Nashville Railroad Company's Section house lot; thence along the right of way of Louisville Railroad Company in a Southerly direction a distance of 200 feet, more or less, to the land formerly owned by McGuire; thence turn an angle of 90 degrees to the left and run northeasterly along the NW line of said McGuire Land for a distance of 555.1 feet to Old Tuscaloosa Road to a limestone rock marked with a cross; thence northerly and northwesterly along said Tuscaloosa Road to center line of SE 1/4 of said Section 14, running East and West, thence westerly along said center line to the Louisville & Nashville Railroad Company Right of Way; thence in a southerly direction along Louisville & Nashville Railroad Company right of way to point of beginning, excepting the Section House lot of Louisville & Nashville Railroad Company. Also a tract of land in SE 1/4 of SE 1/4 of Section 14, Township 20, Range 3 West lying South and East of said McGuire land, North and East of Louisville & Nashville Railroad Company right of way and South and West of Old Tuscaloosa Road and old Ashville Road and bounded on the South by the south line of said Section 14. Also all of the East 56 feet of the NW 1/4 of SE 1/4 of Section 14, Township 20, Range 3 West lying South of A. B. & C. R. R. (now Seaboard Coast Line Railroad) and all of the East 56 feet of the SW 1/4 of SE 1/4 of said Section 14 lying North of the Old Tuscaloosa Road.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1983 SEP 21 PM 2:48

William A. Snowden, Jr.
JUDGE OF PROBATE

Mtg Tax	146.70
Rec	6.00
Just	1.00
	<hr/>
	147.70