

THIS INSTRUMENT WAS PREPARED BY:
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2131 Third Avenue North, Birmingham, Alabama 35203

MORTGAGE

STATE OF ALABAMA)

) KNOW ALL MEN BY THESE PRESENTS, That Whereas,
SHELBY COUNTY)

BROOKLAND HOMES, INC., (hereinafter called "Mortgagors," (whether one or more) are justly indebted to **TRINITY UNIVERSAL INSURANCE COMPANY, INC.** (hereinafter called "Mortgagee," whether one or more), in the sum of Two Hundred Twenty-five Thousand (\$225,000.00) Dollars paid to Flanagan's Excavating Co., Inc. on behalf of Metropolitan Homes, Inc. (This same debt is secured by mortgages executed this same date by Metropolitan Homes, Inc. and Amir H. Ashtarani.)

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment hereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, **BROOKLAND HOMES, INC.** does hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, Alabama, State of Alabama, to-wit:

PROPERTY HEREIN CONVEYED IS DESCRIBED ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

Subject to less and except covenants, rights-of-way of record, minerals and all mining and mineral rights and accrued ad valorem taxes and assessments.

(This mortgage corrects a prior mortgage of \$173,500.00 given February 19, 1999, and is intended to secure obligations paid on behalf of Metropolitan Homes, Inc.)

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

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

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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 hereof, 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 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 Courthouse 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 encumbrances, 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 any court, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned BROOKLAND HOMES, INC. has set its signature and seal, this 25th day of February, 1999.

BROOKLAND HOMES, INC.

By Al Ashtarani
Al Ashtarani, its President

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Al Ashtarani whose name as President of Brookland Homes, 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, 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 25th day of February, 1999.

Linda R Maxwell
NOTARY PUBLIC

EXHIBIT A

Lots 46, 68, 73 and 74 in Wynlake Subdivision Phase III, as recorded at Map Book 21, Page 84, in the Shelby County Probate Records.

Each lot is subject to a first mortgage to New South Mortgage Co. recorded at 1996-39249, 1996-31386, 1997-33398 and 1997-33398.

Lots 177, 178, 179, 182 and 183, in Wynlake Subdivision Phase IV B, as recorded at Map Book 22, Page 63, in the Shelby County Probate Records.

Each lot is subject to a first mortgage to AmSouth Mortgage Co. recorded at 1998-14594, 1998-14234, 1998-14236, 1998-14238 and 1998-14237.

Lots 186, 190, 192 and 193 in Wynlake Subdivision, Phase IV-A, as recorded in Map Book 22, Page 19, of the Shelby County Probate Records.

Subject to Nilipour mortgage recorded at instrument 1996-27638 in Shelby County Probate Records.

Lots 1 and 2 of Wynlake Subdivision, Phase I, as recorded in Map Book 19, Page 156, of the Shelby County, Alabama Probate Records.

Subject to New South Mortgage Co. mortgage at instrument 1997-33398 in the Shelby County Probate Records.

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