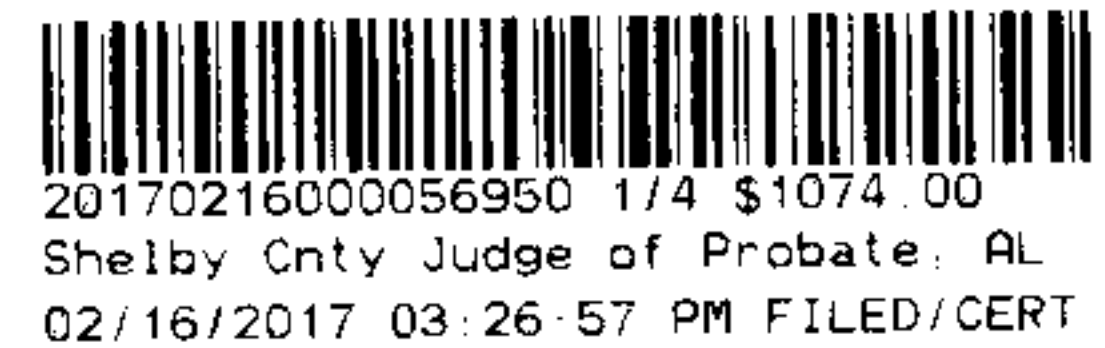


STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

**MORTGAGE**



**WHEREAS, CATANESE LAND, LLC**, an Alabama Limited Liability Company, (hereinafter called "Mortgagor"), is justly indebted to **OXMOOR VALLEY SALES, L.L.C.**, an Alabama Limited Liability Company (hereinafter called "Mortgagee"), in the sum of **Seven Hundred Thousand & no/100 Dollars (\$700,000.00)**, evidenced by a Real Estate Mortgage Note of even date herewith; and

**WHEREAS**, Mortgagor 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 Mortgagor, 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:

**PARCEL I:**

**A parcel of land situated in the SW ¼ of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:**

**Commence at the NW corner of the SW ¼ of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; thence South 02 degrees 05 minutes 11 seconds East, a distance of 1,330.16'; thence North 89 degrees 44 minutes 27 seconds East, a distance of 198.84' to a point on the Easterly right-of-way of CSX Railroad; thence South 01 degrees 36 minutes 18 seconds East, along said right-of-way a distance of 361.37; thence South 01 degrees 38 minutes 20 seconds East, along said right-of-way a distance of 300.00' to the POINT OF BEGINNING; thence continue Southerly along said line, a distance of 169.20'; thence North 87 degrees 56 minutes 17 seconds East, and leaving said right-of-way a distance of 289.27'; thence South 09 degrees, 38 minutes 07 seconds East, a distance of 31.04'; thence North 74 degrees 51 minutes 53 seconds East, a distance of 25.12'; thence North 10 degrees 11 minutes 14 seconds West, a distance of 126.84'; thence South 76 degrees 40 minutes 52 seconds West, a distance of 10.50'; thence North 11 degrees 40 minutes 51 seconds West, a distance of 97.00'; thence North 72 degrees 37 minutes 08 seconds East, a distance of 96.03' to a point on the Westerly right-of-way of U.S. Hwy 31; thence North 17 degrees 46 minutes 42 seconds West, along said right-of-way a distance of 48.90'; thence South 72 degrees 27 minutes 50 seconds West, and leaving said right-of-way a distance of 364.74' to the POINT OF BEGINNING. Parcel No. 13-6-24-3-002-012.009  
Situating in Shelby County, Alabama.**

**PARCEL II:**

**Lot 2, and part of Lot 1, Keystone Commercial Complex, as recorded in Map Book 21, Page 62, in the Probate Office of Shelby County, Alabama, City of Pelham, located in the Southwest ¼ of the Southwest ¼ of Section**

**24, Township 20 South, Range 3 West, being more particularly described as follows:**

**Begin at the Northwest corner of said Lot 2; thence South 89 degrees 56 minutes 35 seconds East along the North boundary line of said Lots 1 and 2 a distance of 175.02 feet; thence South 0 degrees 05 minutes 17 seconds West a distance of 175.54 feet to a point on the Northerly right of way line of Keystone Court, said point also lying on a curve to the left having a radius of 50.0 feet, a central angle of 100 degrees 55 minutes 54 seconds and subtended by a chord which bears South 43 degrees 40 minutes 39 seconds West a distance of 77.12 feet; thence along the arc of said curve and said right of way line a distance of 88.08 feet; thence leaving said right of way line, North 90 degrees 00 minutes 00 seconds West along the Southerly boundary line of said Lot 2 a distance of 121.84 feet to a point on the Easterly right of way line of a 100 foot CTX Transportation Railroad right of way; thence North 0 degrees 05 minutes 17 seconds East along said right of way line and along the West boundary line of said Lot 2 for a distance of 231.49 feet to the point of beginning. Situated, lying and being in Shelby County, Alabama. Parcel No. 13-6-3-002-012.002**

**This conveyance is hereby made subject to the following:**

**AS TO PARCEL I:**

1. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Volume 303, Page 226.
2. Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Volume 92, Page 437; Deed Volume 107, Page 533; Deed Volume 138, Page 52 and Deed Volume 102, Page 35.
3. Easement to the City of Pelham recorded in Deed Volume 337, Page 525, Instrument # 1994-15392 and Instrument # 1997-16830.
4. Easement as set out in Instrument # 20020910000431890 and Map Book 30, Page 49.
5. Restrictions appearing of record in Instrument # 2000-24549. NOTE: Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
6. Sanitary Sewer, Drainage, Utility and Non-Exclusive Ingress/Egress Easement as set out in Map Book 32, Page 115.

**AS TO PARCEL II:**

7. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 303, Page 226.
8. Right of way granted to Alabama Power Company as set out in



- instrument(s) recorded in Deed Book 102, Page 204; Deed Book 170, Page 245; and Deed Book 172, Page 426.
9. Right of Way to Shelby County as recorded in Deed Book 167, Page 357.
  10. Easement as shown on recorded map.

**AS TO PARCELS I AND II:**

11. Taxes or assessments for 2017 and subsequent years and not yet due and payable.

**THIS IS A PURCHASE MONEY MORTGAGE.**

Said property is warranted free from all incumbrances 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 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 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 the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part or installment thereof, or the interest thereon, remain unpaid at maturity or on the due date thereof, 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 incumbrance, 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.

15<sup>th</sup> IN WITNESS WHEREOF the undersigned has hereunto set its signature and seal, this day of February, 2017.

**MORTGAGOR:**

**CATANESE LAND, LLC,  
an Alabama Limited Liability Company**

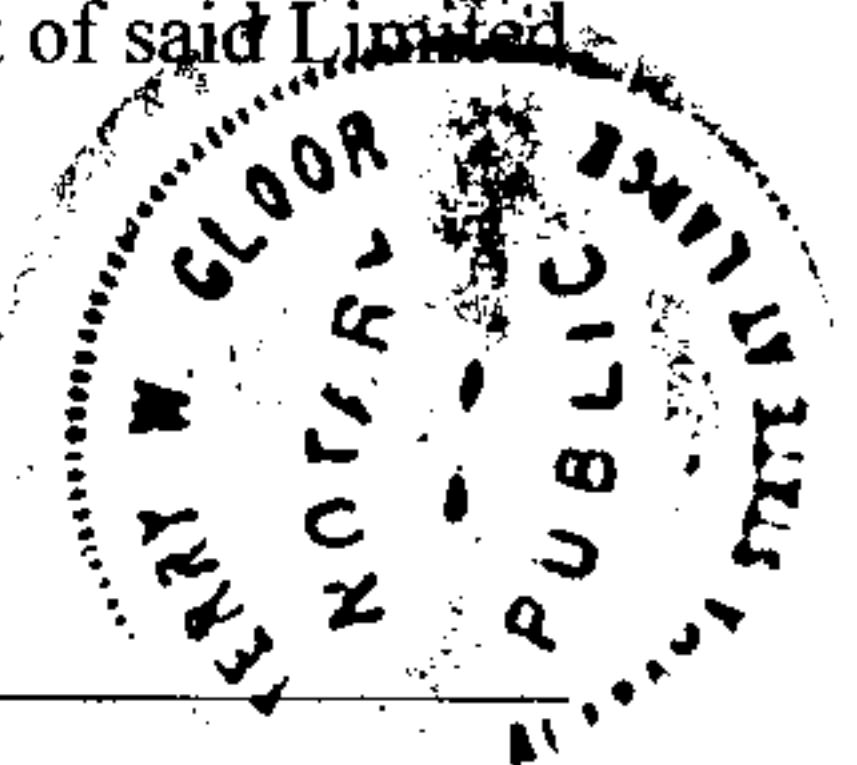
By:   
MICHAEL A. CATANESE  
ITS: PRESIDENT

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Michael A. Catane**, whose name as President of **CATANESE LAND, LLC**, an Alabama Limited Liability Company, is signed to the foregoing Mortgage and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he in his capacity as President and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company on the day the same bears date.

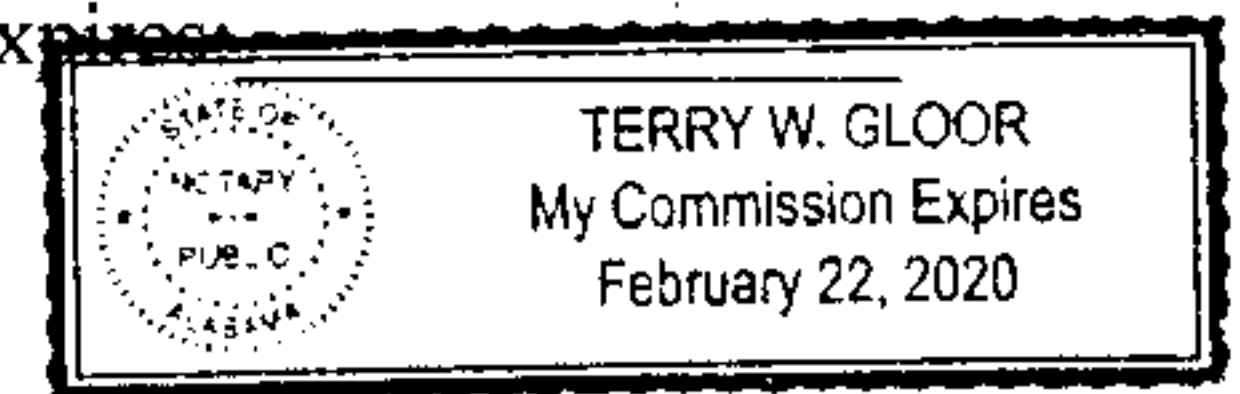
Given under my hand and official seal this 15<sup>th</sup> day of February, 2017.


  
Notary Public  
My Commission Expires



**THIS INSTRUMENT PREPARED BY:**

Terry W. Gloor, Esquire  
GLOOR, STRICKLAND & HAGGERTY, LLP  
100 Williamsburg Office Park  
Suite 100  
Birmingham, AL 35216  
(205) 822-1223



  
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Shelby Cnty Judge of Probate, AL  
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