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Shelby Cnty Judge of Probate,AL
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THE STATE OF ALABAMA,)

SHELBY COUNTY.)

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned, AMOS D. GILMORE, d/b/a SHELBY COUNTY AUTO PARTS, and his wife, FLOSSIE ANN GILMORE, (hereinafter called Mortgagors), have entered into a CREDIT AGREEMENT with PARTS, INCORPORATED, (hereinafter called Mortgagee), conterminously herewith; and,

WHEREAS, this Mortgage is given for the purpose of securing the prompt payment of all merchandise purchased by the Mortgagor on an Open Account, pursuant to the terms of the CREDIT AGREEMENT, entered conterminously herewith and all advances which the Mortgagee is obligated to make to the Mortgagors, pursuant, and subject to the terms and provisions of said CREDIT AGREEMENT, said CREDIT AGREEMENT, being hereby incorporated herein and made a part hereof by this reference; and,

WHEREAS, the parties hereto intend that, in addition to any other debt or obligation secured hereby, this Mortgage shall secure the unpaid balances of that Open Account made after this Mortgage is delivered to the recorder for record, whether made pursuant to an obligation of the Mortgage or otherwise. Such loan advances, are, and will be, evidenced by any bill, statement, invoice or purchase order. The maximum amount of the unpaid indebtedness on the said Open Accounts (which shall consist of any service charges incurred pursuant to the terms of said CREDIT AGREEMENT), exclusive of interest thereon, which may be outstanding at any time is Twenty Thousand ($20,000.00) Dollars; and,

NOW, THEREFORE, in consideration of the premises and the sum of One ($1.00) Dollar, to the undersigned MOrtgagor, in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt payment of said indebtedness as it becomes due to the said Mortgagees, AMOS D. GILMORE, d/b/a SHELBY COUNTY AUTO PARTS, and his wife, FLOSSIE ANN GILMORE, do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real property situated in Shelby County, Alabama, to-wit:

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One Lot or parcel of land situated in the Town of Calera, Alabama beginning at a point on the North side of Main Street 293 feet west from the center of the Louisville and Nashville original main line tract and run northwest parallel with the East line of the Arant Lot to the Southern Railroad right of way; thence northeasterly 43 feet; thence southeasterly parallel with the East line of Arant Lot to a point on Main Street; thence Westerly 38 feet 11 inches along Main Street to point of beginning.

Subject to and subordinate to a Mortgage given by AMOS D. GILMORE, and wife, FLOSSIE ANN GILMORE, as Mortgagors, given to PARTS, INCORPORATED, as Mortgagee, executed on the same date as this Mortgage Instrument.

together with the herditaments and appurtanances thereunto belonging, and also together with all equipment and fixtures for heating and lighting now or hereafter installed therein by the Mortgagor.

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining unto the said Mortgagee and assigns of the Mortgagee forever.

And the Mortgagor hereby covenants that they are seized of said real property in fee simple, and have a good right to sell and convey the same; that the property is free from all encumbrances and that the Mortgagor, and the Mortgagor's heirs, executors, administrators, next-of-kin, and assigns will forever defend the same unto the Mortgagee and assigns against the claims of all persons except as those stated above.

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements, that is to say:

1. The Mortgagor shall pay to the Mortgagee the principal of and interest upon the CREDIT AGREEMENT according to the terms of the CREDIT AGREEMENT secured hereby, reasonable charges fixed by the Mortgagee to satisfy the discharge Mortgage of record, and all other sums hereby secured and shall keep and perform every other covenant and agreement of such CREDIT AGREEMENT in this Mortgage.

Book 343 Page 835 (2-9-82)

Rec release Mtge. Book 4

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2. If the Mortgagee shall be made a party to any suit involving the title to the property hereby conveyed and employs an attorney to represent it therein, or if the Mortgagee employs an attorney to assist in settling or removing any cloud on the title to the property hereby conveyed that purports to be superior to the lien of this mortgage in any respect, the Mortgagor will pay to the Mortgagee, when the same becomes due, such attorney's fee as may be reasonable for such services, and if such fee is paid or incurred by the Mortgagee the same shall be secured by the lien of this mortgage in addition to the indebtedness specially secured hereby and shall bear interest from the date it is paid or incurred and shall be at once due and payable.

3. So long as any of the indebtedness secured hereby shall remain upaid, in whole or in part, the Mortgagor agrees to keep said premises and the improvements thereon in good condition, and to pay all assessments that may be levied or accrue upon said property, and all other charges that may become liens upon said premises, and not to permit any lien, which might take precedence over the lien of this Mortgage, to accrue and remain on said premises, or any part thereof, or on the improvements thereon.

4. The Mortgagor agrees to pay all taxes and assessments that may be assessed upon said property and all taxes except income taxes that may be assessed upon the Mortgagee's interest thereon or upon this mortgage or the moneys secured hereby, any law to the contrary notwithstanding. Upon any violation of this undertaking, or the passage of any law imposing upon the Mortgagee the payment of any part of the taxes aforesaid, or upon the rendition by any court of last resort of a decision that the undertaking to pay the taxes as aforesaid is legally inoperative, then, in any such event, the debt hereby secured shall at the Mortgagee's option, become immediately due and payable, without deduction, any law heretofore or hereafter enacted to the contrary notwithstanding.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. If the Mortgagor fails to insure said property as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued, or assessed upon or against said property or the indebtedness secured hereby, or any interest of the Mortgagee in either, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might become liens superior to the lien of this mortgage, the Mortgagee may, at its option, insure said property and/or pay said taxes, assessments, debts, liens, and/or charges, and any money which the Mortgagee shall have so paid or become obligated to pay shall constitute a debt to the Mortgagee additional to the debt hereby specially secured, shall be secured by this mortgage, shall bear legal interest from date paid or incurred, and, at the option of the Mortgagee shall be immediately due and payable.

7. No failure of the mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured shall be taken

or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past or present default on the part of the Mortgagor; and the procurement of insurance or the payment of taxes or other liens, debts, or charges by the Mortgagee shall not be taken or construed as a waiver of its 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, debts, liens, or charges, insurance or to pay such taxes, debts, liens, or charges.

8. As long as any of the indebtedness hereby secured shall remain unpaid the Mortgagor will neither commit nor permit waste on the premises hereby conveyed; and upon the commission of any waste thereon the Mortgagee may, at its option, declare the entire indebtedness hereby secured to be at once due and payable. Nor will the Mortgagor remove any of the fixtures on the premises hereby conveyed so long as any of the indebtedness hereby secured shall remain unpaid.

9. If the Mortgagor shall make default in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions hereby, all the rents, income, and profits from the premises are hereby transferred, assigned, set over, and conveyed to the Mortgagee, and the Mortgagee may proceed to collect the rent, income, and profits from the premises upon such default, either with or without the appointment of a receiver, but the Mortgagee shall not hereby become bound by the terms of any lease then existing on the premises by electing to collect the rents thereunder, but may at any time terminate the same. Any rents, income, and profits collected by the Mortgagee prior to foreclosure of this indebtedness, less the cost of collecting the same, including any real estate commission or attorney's fee incurred, shall be credited first, on the advances with interest thereon, then upon the interest, and the remainder, if any, upon the principal debt hereby secured.

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10. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this mortgage, and the note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

11. Any promise made by the Mortgagor herein to pay money may be enforced by a suit at law, and the security of this mortgage shall not be waived thereby, and as to such debts the Mortgagor waives all right of exemption under the Constitution of Laws of Alabama as to personal property and agrees to pay a reasonable attorney's fee for the collection thereof.

12. In consideration of the making of the loan secured by this Mortgage, the Mortgagor, being all of the undersigned, convenant and agree that, in respect of the indebtedness secured hereby, they will forever waive, and they do hereby waive and give up all benefits, privileges, options, and the rights of every kind and nature given to or which inure to the benefit or advantage of virtue of House Bill No. 422 of the Legislature of Alabama of 1935, enacted into law and approved on June 24, 1935, commonly referred to as the Deficiency Judgment Act; and further agree to waive and forego any like or similar law hereafter enacted; and further covenant and agree that the indebtedness shall each be enforceable in accordance with their respective terms and conditions, without reference to and in spite of any provisions to the contrary in said Act of the Legislature of Alabama, and any all other laws of like or similar purport which may hereafter be enacted.

13. The covenants, conditions, and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

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14. But if the Mortgagor shall fail to pay, or cause to be paid, as it matures, the indebtedness hereby secured or any part thereof, according to the terms thereof, or if the Mortgagor shall fail to do or perform any other act or thing herein required or agreed to be done or performed, or if the interest of the Mortgagee in said property becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon, then, in any such event, the whole indebtedness hereby secured shall immediately become due and payable and this mortgage subject to foreclosure, at the option of the Mortgagee, without notice; and the Mortgagee shall have the right and is hereby authorized to enter upon and take possession of said property, and after or without taking possession, to sell the same before the Courthouse door in the city of Columbiana, County of Shelby, Alabama, at public outcry, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for three sucessive weeks prior to said sale in some newspaper of general circulation published in said county, and, upon the payment of the purchase money, the Mortgagee or any person conducting said sale for it is authorized to execute to the purchaser at said sale a deed to the property so purchased, and such purchaser shall not be held to inquire as to the application of the proceeds of such sale. The Mortgagee may bid at the sale and purchase said property, if the highest bidder therefor.

15. The proceeds of said sale shall be applied: First, to the expenses of advertising and selling, including reasonable attorney's fees; then be necessary to pay for taxes, assessments, insurance and/or other charges, liens, or debts hereinabove provided; third, to pay the payment and satisfaction of the indebtedness hereby specially secured with interest, but interest to date of sale only shall be charged; fourth, the balance, if any, shall be paid to the Mortgagor. If this mortgage be foreclosed in Chancery, reasonable attorney's fees for foreclosing the same shall be paid out of the proceeds of the sale.

16. If the Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall do and perform all acts and agreements to be done and performed by the Mortgagor under the terms and provisions of this mortgage, then this conveyance shall be and become null and void.

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Given under our hands and seals this the 10 day of September, 1980.

_____(SEAL)

_____(SEAL)

Amos D. Gilmore (SEAL)
(Amos D. Gilmore)

Flossie Ann Gilmore (SEAL)
(Flossie Ann Gilmore)

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Amos D. Gilmore, and wife, Flossie Ann Gilmore, whose names are signed to the foregoing conveyance, and who being known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 10 day of September, 1980.

Jon B. Terry
Notary Public

THIS INSTRUMENT WAS PREPARED BY:

Jon B. Terry
Attorney at Law
1813 3rd Avenue, North
Bessemer, AL
Telephone: 425-1606

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

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Amos D. Gilmore
JUDGE OF PROBATE

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Rec. 6.00
Cert. 1.00

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