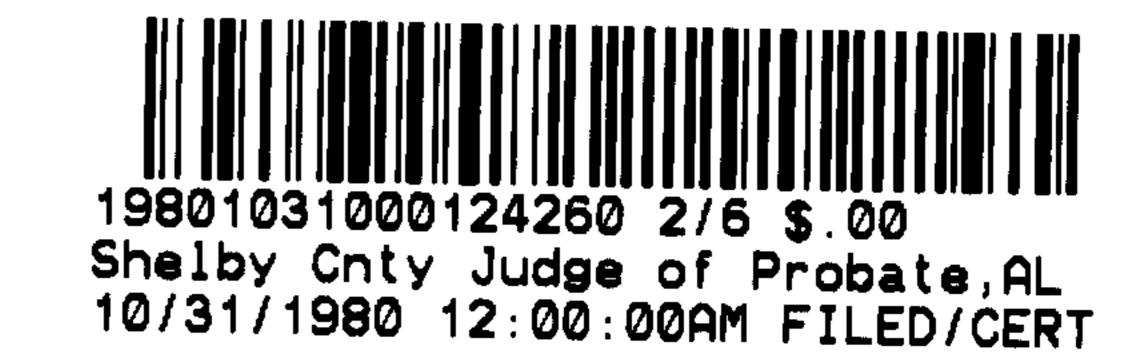
MORTGAGE							<u></u>
	STATE OF ALABAMA	A	2052		19801031000124 Shelby Cnty Ju 10/31/1980 12:	260 1/6 \$.00 dge of Probate, AL 00:00AM FILED/CER	T
KNO	W ALL MEN BY THESE	PRESENTS: That wh	ereas				
	Carlos H. Jol	nnson Bld., Inc	. (Parcel	II); and			
	Carlos H. Jo	nnson and wife,	Frances E	E. Johnson (Parcel I)		
become just!	ly indebted to FIRST A	LABAMA BANK O	FBi	cmingham	of	BirminghamAl	abama
				?			•
hereinaster	called the Mortgagee, in	the principal sum of					
Tw	o Hundred Ten Tho	usand and no/10	j0	سته همي همي همي وسي البيان عليه همي همي همي وسي	- (\$ 210),000.00	Dollars
as evidence	d by One	negotiable	note	of even date here	with,		
Frenewals or with all the	THEREFORE, in consider extensions of same and stipulations hereinafter	l any other indebted: contained, the said	ness now or h Carlos H	ereafter owed by Johnson Bl			
Carlos	1. Johnson and wif	e, Frances E.	Johnson (P	arcel I)		inafter called Mor	
do ber	eby grant, bargain, sell a	nd convey unto the sa	aid Mortgagee	the following de	scribed real esta	ate situated in	
7°8 Shell	Lby	y. State of Alabama,	viz:	···			
in m		SEE ATTA	CHED EXHIE	IT "A"			
9000 277 145 145		is executed for ded in Real Vol te, Shelby Cour	the purplume 398, ity.	ose of correpand of the open series of correct t	_		
MIN							

RE 105 (1/79)





together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appeartaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as the mortgaged property) shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD	the same and every part thereof unto the Mortgagee, FIRST ALABAMA BANK OF	
Birmingham	, its successors and assigns forever.	

And for the purpose of further securing the payment of said indebtedness the Mortgagors covenant and agree as follows:

1. That they are lawfully seized in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

Current Ad Valorem Taxes; Easements and Restrictions of record.

- 2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same.
- 3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and in such companies as may be satisfactory to the Mortgagee against loss by fire and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies for such insurance and will pay premiums therefor as the same become due. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagors fail to keep said property insured as above specified, the Mortgagee may insure said property for its insurable value against loss by fire and other hazards for the benefit of the Mortgagee. The proceeds of such insurance shall be paid by insurer to Mortgagee which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for all sums becoming due thereunder; said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or to be used in repairing or reconstructing the premises as the Mortgagee may elect; all amounts so expended by said Mortgagee for insurance or for the payment of taxes, assessments or any other prior liens shall become a debt due said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment by said Mortgagee and at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and same may be foreclosed as hereinafter provided.
- 4. To take good care of the mortgaged property above described and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.
- 5. That no delay or failure of the Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present default on the part of said Mortgagors, and that the procurement of insurance or payment of taxes by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagors to procure such insurance or to pay such taxes, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee.
- 6. That they will well and truly pay and discharge any indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagors to Mortgagee whether now or hereafter incurred.
- 7. That after any default on the part of the Mortgagors, the Mortgagee shall, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, be entitled as a matter of right to the appointment by any competent court or tribunal without notice to any party, of a receiver of the rents, issues and profits of said premises, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.
- 8. That all the covenants and agreements of the Mortgagors herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the heirs, successors or assigns of the Mortgagee.
- 9. That the debt hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof, or of the lien on which such statement is based.

10. Transfer of the Property: Assumption. If all or any part of the mortgaged property or an interest therein is sold or transferred by Mortgagors without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the mortgaged property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagors notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagors may pay the sums declared due. If Mortgagors fails to pay such sums prior to the expiration of such period Mortgagee may, without further notice or demand

on Mortgagors, invoke any remedies permitted hereunder.

11. Plural or singular words used herein to designate the undersigned Mortgagors shall be construed to refer to the maker or makers of this mortgage, whether one or more persons or a corporation.

UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge the indebtedness hereby secured. (which in addition to the principal sum with interest, set forth above shall include payment of taxes and insurance, the satisfaction of prior encumbrances and any other indebtedness owed to the Mortgagee by the Mortgagors before the full payment of this mortgage) as it shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of the indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee 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, or should a petition to condemn any part of the mortgaged property be filed by any authority having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of # a specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged premises shall be charged against the owner of this mortgage or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same may not as said date have been paid, with interest thereon, shall at once become due and payable and If this mortgage subject to foreclosure at the option of the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the County Court House door in.

County, Alabama at public outery for eash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said City, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold; the Mortgagee shall apply the proceeds of said 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 may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to whomever then appears of record to be the owner of said property. The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale thereunder.

IN WITNESS WHEREOF, We have hereunto set our hand(s) and seal(s) this 17 day of October 1980.

Carlos H, Johnson Bld., Inc. (Par. II) (Seal) By:X Carlos H. Johnson, its President This instrument was prepared by: NAME Catherene L. Jones ADDRESS First Alabama Bank of Birmingham Carlos H. Johnson (Parcel I) SOURCE OF TITLE Frances E. Johnson (Parcel II) PAGE BOOK Subdivision Plat Bk Page Lot 19801031000124260 3/6 \$ 00 Shelby Cnty Judge of Probate, AL 10/31/1980 12:00:00AM FILED/CERT QQ

CERTIFICATE

State	ot	Alabama)	

County)

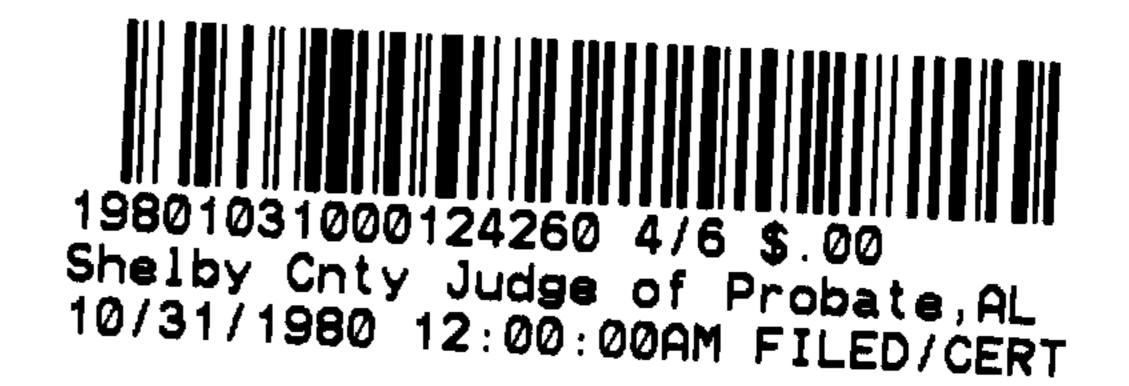
In compliance with Act #671, Acts of Alabama, Regular Session, 1977, the owner of this mortgage hereby certifies that the amount of indebtedness presently incurred is _________upon which the mortgage tax of _________is paid herewith and owner agrees that no additional or subsequent advances will be made under this mortgage unless the mortgage tax on such advances is paid into the appropriate office of the Judge of Probate of _________County, Alabama, no later than each September hereafter or an instrument evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid.

Mortgage: First Alabama Bank of ________ Mortgagee: First Alabama Bank of ________

Date. Time and Volume and Page of recording as shown hereon.

L y

Title



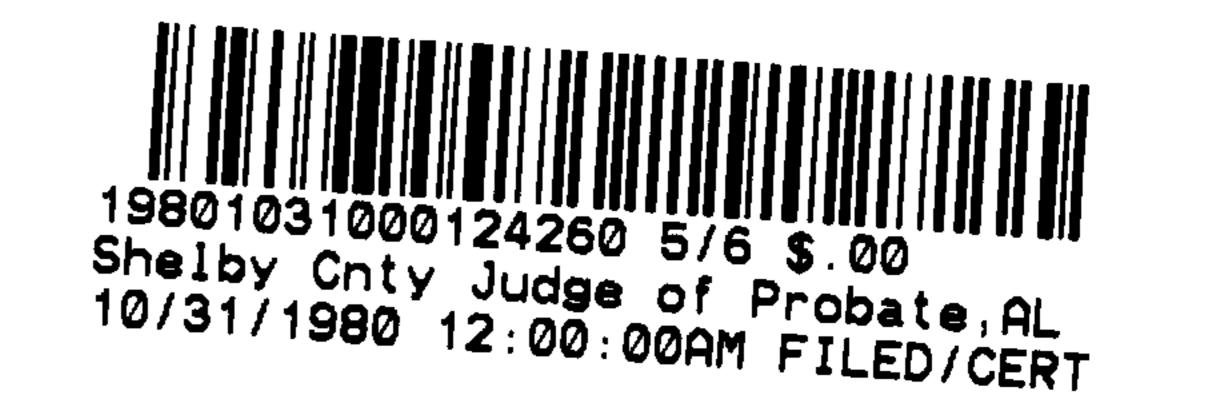
THE STATE OF ALABAMA. Jefferson COUNTY. The Undersigned Authority -, a Notary Public in and for said County, in said State, hereby certify that ___ Carlos H. Johnson and wife, Frances E. Johnson (Par. II) whose name s are signed to the foregoing conveyance and who are known to me, acknowledged before, me on this day that, being informed of the contents of the conveyance. they executed the same valuntarily or the day the same bears date. Given under my hand and official seal, this_ THE STATE OF ALABAMA, , a Notary Public in and for said County, in said State, hereby certify that _____ whose name_____signed to the foregoing conveyance and who____known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date. Given under my hand and official seal, this______day of______ Notary Public. THE STATE OF ALABAMA, Jefferson ___COUNTY. The Undersigned Authority -, Notary Public in and for said County, in said State, hereby certify that ____ Carlos H. Johnson whose name as <u>President</u> Carlos H. Johnson Bld., 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 the 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____ Notary Public.

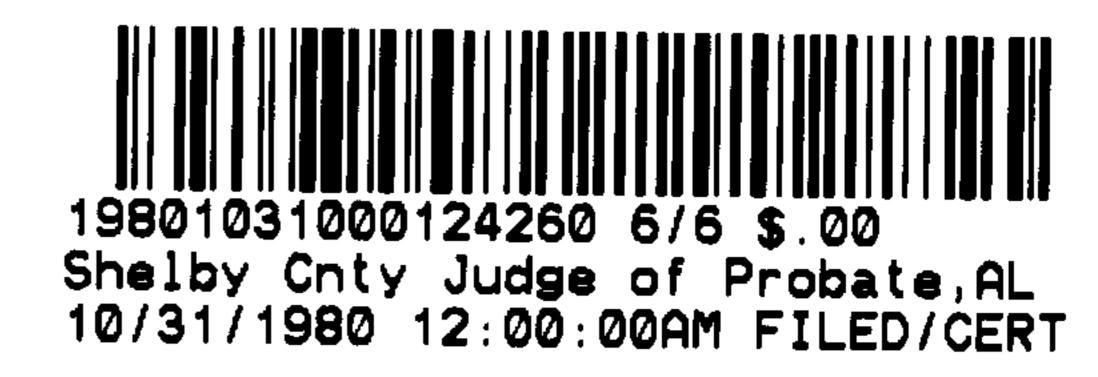
Begin at the southeast corner of Lot 8, Block 6, Meadowview First Sector Addition as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Volume 6, Page 109, run in an easterly direction along the south line of the NE 4 of NE 4 of said Section 22 for a distance of 160.26 feet, more or less, to the southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section, Thence turn an angle to the left of 0°15'25" and run in an easterly direction along the south line of said $\frac{1}{4}$ section for a distance of 768.70 feet more or less, to the centerline of a 30 foot Plantation Pipe Line Easement, thence turn an angle to the left of 108214' and run in a northwesterly direction along the center of said Plantation Pipe Line Easement for a distance of 86.09 feet, thence turn an angle to the right of 6052' and run in a northwesterly direction along the centerline of said Plantation Pipe Line Easement for a distance of 162.60 feet, thence turn an angle to the left of 2032' and run in a northwesterly direction along the centerline of said Plantation Pipe Line Easement for a distance of 209.03 feet, thence turn an angle to the right of 2027' and run in a northwesterly direction along the centerline of said Plantation Pipe Line Easement for a distance of 840.00 feet, more or less, to a point on the south right-of-way line of Shelby County Road #12, thence turn an angle to the left of 77°50'04", more or less, and run in a westerly direction along said south right-of-way line for a distance of 1,467.38 feet, more or less, to the northeast corner of Lot 1, Block 2, Meadowview first Sector as recorded in the office of the Judge of Probate, Shelby County, Alabama, in map Volume 6, page 48, thence turn an angle to the left of 90°05'58" and run in a southerly direction along the east line of said Lot 1, Block 2, for a distance 100.00 feet, thence turn an angle to the left of 90° and run in an easterly direction for a distance of 760.00 feet to the northeast corner of Lot 16, Block 2, of said Meadowview First Sector Addition, thence turn an angle to the right of 290° and run in a southerly direction for a distance of 641.31 feet, thence turn an angle (1) to the left of 90° and run in an easterly direction for a distance of 7.00 feet, thence Esturn an angle to the right of 90° and run in a southerly direction for a distance of \$\frac{\times}{2}\$160.00 feet, thence turn an angle to the left of 90° and run in an easterly direction for — a distance of 53.01 feet, thence turn an angle to the right of 90° and run in a southerly Cirection for a distance of 380.00 feet, more or less, to the point of beginning.

Less and except the following:

Part of the NE ½ of NE ½ of Section 22 and the NW ½ of NW ½ of Section 23, all in Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the southeast corner of Lot 8, Block 6, Meadowview First Sector Addition as recorded in the office of the Judge of Probate, Shelby County, Alabama, in map volume 6, page 109, run in a easterly direction along the south line of the NE 4 of NE 4 of said Section 22 for a distance of 160.26 feet, more or less, to the southeast corner of said 4-4 section, thence turn an angle to the left of 0015'25" and run in an easterly direction along the south line of said $\frac{1}{4}$ section for a distance of 768.70 feet more or less to the centerline of a 30 foot Plantation Pipe Line Easement, thence turn an angle to the left of 108°14' and run in a northwesterly direction along the center of said Plantation Pipe Line Easement for a distance of 86.09 feet, thence turn an angle to the right of 6052' and run in a northwesterly direction along the centerline of said Plantation Pipe Line Easement for a distance of 162.60 feet, thence turn an angle to the left of 2032' and run in a northwesterly direction along the centerline of said Plantation Pipe Line Easement for a distance of 209.03 feet, thence turn an angle to the right of 2027' and run in a northwesterly direction along the centerline of said Plantation Pipe Line Easement for a distance of 37.34 feet, thence turn an angle to the left of 90°29'35" and run in a southwesterly direction for a distance of 187.58 feet, thence turn an angle to the right of 36000' and run in a northwesterly direction for a distance of 88.00 feet, thence turn an angle to the right of 63020' and run in a northerly direction for a distance of 400.00 feet, thence turn an angle to the left of 94041' and run in a southwesterly direction for a distance of 243.45 feet, thence turn an angle to the right of 7013' and run in a westerly direction for a distance of 345.00 feet, thence turn an angle to the left of 89040' and run in a southerly direction for a distance of 305.00 feet, thence turn an angle to the left of 90° and run in an easterly direction for a distance of 7.00 feet, thence turn an angle to the right of 90° and run in a southerly direction for a distance of 160.00 feet, thence turn an angle to the left of 90° and run in an easterly direction for a distance of 53.01 feet, thence turn an angle to the right of 90° and run in a southerly direction for a distance of 380.00 feet, more or less, to the point of beginning.





PARCEL II:

Part of the NE% of NE% of Section 22 and the NW % of NW % of Section 23, all in Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the southeast corner of Lot 8, Block 6, Meadowview, First Sector Addition as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in man Volume 6, Page 109, run in a easterly diretion along the south line of the NE k of NE k of said Section 22 for a distance of 160.26 feet, more or less, to the southeast Corner of said 4-4 section, thence turn an angle to the left of 0015' 25" and run in an casterly direction along the south line of said 1/4 section for a distance of 768.70 feet, more or less, to the center line of a 30 foot Plantation Pipe Line Easement, thence turn an angle to the left of 108014' andrun in a northwesterly direction along the center of said Plantation Pipe Line Easement for a distance 86.09 feet, thence turn an angle to the right of 6052' an run in a northwesterly direction along the centerline of said Plantation Pipe Line Easement for a distance of 162.60 feet, thence turn an angle to the left of 2032' and run in a northwesterly direction along the centerline of said Plantation Pipe Line Easement for a distance of 209.03 feet, thence turn an angle to the right of 2027' and run n a northwesterly direction along the centerline of said Plantation Pipe Line Easement for a distance of 37.34 feet, thence turn an angle to the left of 90°29'35" and run in a southwesterly direction for a distance of 187.58 feet, thence turn an angle to the right of 36000' and run in a northwesterly direction for a distance of 88.00 feet, thence turn an . Tangle to the right of 63°20' and run in a northerly direction for a distance of 400.00 feet, thence turn an angle to the left of 94041' and run in a southwesterly direction for a Edistance of 243.45 feet, thence turn an angle to the right of 7013' and run in a westerly Adirection for a distance of 345.00 feet, thence turn an angle to the left of 89°40' and run in a southerly direction for a distance of 305.00 feet, thence turn an angle to the left of 90° and run in an easterly direction for a distance of 7.00 feet, thence turn an angle to the right of 90° and run in a southerly direction for a distance of 160.00 feet, thence turn an angle to the left of 90° and run in an easterly direction for a distance of 53.01 feet, thence turn an angle to the right of 90° and run in a southerly direction for a distance of 380.00 feet, more or less, to the point of beginning.

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