

INSTRUMENT WAS PREPARED BY

19810122000007650 Pg 1/5 .00
Shelby Cnty Judge of Probate, AL
01/22/1981 00:00:00 FILED/CERTIFIED

J.C. Heaslop

657

ESS) 1789 Montgomery Hwy, Birmingham, Alabama 35244

OF ALABAMA

Y OF Jefferson

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, Shelby Waste Disposal, Incorporated

(HEREINAFTER REFERRED TO AS "BORROWERS"), IS(ARE),

TEMPORANEOUSLY WITH THE EXECUTION OF THIS MORTGAGE, BECOMING INDEBTED TO CENTRAL BANK

BIRMINGHAM (HEREINAFTER REFERRED TO AS "MORTGAGEE"), IN THE PRINCIPAL SUM OF One Hundred

Forty Seven thousand and n0/100 * * * WITH INTEREST, EVIDENCED BY

MISSORY NOTE OF EVEN DATE HERewith AND

WHEREAS, THE UNDERSIGNED Dewayne Douglas and Myra Douglas, wife

(HEREINAFTER REFERRED TO AS "MORTGAGORS"),

WE AGREED TO EXECUTE THIS ACCOMMODATION MORTGAGE TO THE FOLLOWING DESCRIBED REAL PROP-

Y TO SECURE THE AFOREMENTIONED INDEBTEDNESS OF Shelby Waste Disposal, Inc.

TO CENTRAL BANK OF BIRMINGHAM.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED MORTGAGORS,

CONSIDERATION OF THE PREMISES, DO HEREBY GRANT, BARGAIN, SELL AND CONVEY TO THE SAID

MORTGAGEE, THAT CERTAIN REAL PROPERTY IN THE COUNTY OF Shelby, STATE OF

ALABAMA, DESCRIBED AS FOLLOWS, TO-WIT: From the NW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 20 South Range 3W, run Southerly along the West boundary line of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 20 S, Range 3W, for 338.38 feet to the point of beginning of the land herein described and conveyed: Thence continue Southerly along the West boundary line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 20 S, Range 3W for 215.0 feet; Thence turn an angle of 88 degrees 55 minutes 15 seconds to the left and run Easterly 246.0 feet more or less to a point on the West R.O.W. line of County Road #17: Thence turn an angle of 12 degrees 02 minutes to the left and run Northwesterly along the West side of said county road #17 for 219.64 feet: Thence turn an angle of 77 degrees 58 minutes to the left and run Easterly 205.0 feet more or less to the point of beginning. This land being a part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 28, Township 20 S., Range 3W., and being 1.12 acres more or less. SO: Begin at the NE corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 20S, Range 3W.: Thence run Westerly along the North boundary line of the said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 20S, Range 3W., for 386.19 feet: Thence turn an angle of 91 degrees 4 minutes 15 seconds to the left and run Southerly 338.38 feet: Thence turn an angle of 88 degrees 55 minutes 15 seconds to the left and run Easterly 590.64 feet more or less to a point on the West R.O.W. line of County Road #17: (Continued on attached appendix A to this mortgage agreement)

SAID PROPERTY IS WARRANTED FREE FROM ALL ENCUMBRANCES AND AGAINST ANY ADVERSE

CLAIMS, EXCEPT AS STATED ABOVE.

TOGETHER WITH ALL AND SINGULAR THE RIGHTS, PRIVILEGES, TENEMENTS, HEREDITAMENTS

APPURTENANCES THEREUNTO BELONGING OR IN ANY WISE APPERTAINING; TO HAVE AND TO HOLD THE

ABOVE GRANTED PROPERTY UNTO THE SAID MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, FOREVER.

ACCOMMODATION MORTGAGE

Appendix A to Mortgage Agreement dated January 12, 1981 ^{1.D.P.} by, and between, Dewayne Douglas, Myra Douglas, and Central Bank of Birmingham in accommodation for Shelby Waste Disposal Incorporated.

Thence turn an angle of 103 degrees 42 minutes 20 seconds to the left and run North-westerly along the West R.O.W. line of said County Road #17 for 194.35 feet: Thence turn an angle of 76 degrees 17 minutes 40 seconds to the left and run westerly 162.0 feet, more or less to a point on the West boundary line of the SE $\frac{1}{4}$, of the SE $\frac{1}{4}$ of Section 28, Township 20S. Range 3W: Thence turn an angle of 88 Degrees 55 minutes 15 seconds to the right and run Northerly along the West boundary line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 20S. Range 3W. for 150.64 feet more or less to the point of beginning. Being a part of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28, Township 20S., Range 3W and being 4.80 acres more or less.

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PROVIDED ALWAYS, AND THIS CONVEYANCE IS UPON THE EXCESS CONDITION, THAT IF SAID
Borrowers and Mortgagors shall keep the covenants and agreements herein contained, and
shall well and truly pay when due to the said mortgagee the indebtedness hereinabove
mentioned, according to the tenor and effect of that (those) certain promissory note(s),
even date herewith, in the total principal sum of One hundred Thirty Seven Thousand
and no/100 * * * * * MADE BY SAID BORROWERS AND PAYABLE TO THE
MORTGAGEE, OR ORDER, AT CENTRAL BANK OF BIRMINGHAM, BIRMINGHAM, ALABAMA, WITH INTEREST
THEREON PAYABLE AS FOLLOWS:

INTEREST SHALL BE COMPUTED AND PAID ON THE UNPAID PRINCIPAL BALANCE OF
THIS LOAN AT AN INTEREST RATE AS SPECIFIED IN NOTE OF EVEN DATE EXECUTED
SIMULTANEOUSLY HEREWITH AND MADE A PART HEREOF.

SHALL ALSO WELL AND TRULY PAY, WHEN DUE, ANY AND ALL OTHER DEBTS, OBLIGATIONS AND
LIABILITIES OF SAID BORROWERS TO SAID MORTGAGEE, WHETHER THE SAME HAVE BEEN HERETOFORE
OR ARE HEREAFTER CONTRACTED, THEN THESE PRESENTS SHALL BE VOID: OTHERWISE THEY SHALL
REMAIN IN FULL FORCE.

IT IS EXPRESSLY UNDERSTOOD THAT THIS INSTRUMENT IS INTENDED TO AND DOES SECURE,
NOT ONLY THE INDEBTEDNESS HEREIN SPECIFICALLY MENTIONED; BUT ALSO ANY AND ALL OTHER DEBTS,
OBLIGATIONS, AND LIABILITIES, DIRECT OR CONTINGENT, OF SAID BORROWERS OR MORTGAGORS,
WHETHER NOW EXISTING OR HEREAFTER ARISING, AND ANY AND ALL EXTENSIONS OR RENEWALS OF SAME,
OR ANY PART THEREOF, AT ANY TIME BEFORE ACTUAL CANCELLATION OF THIS INSTRUMENT ON THE
PUBLIC RECORDS OF Shelby COUNTY, ALABAMA, AND WHETHER THE SAME BE EVIDENCED
BY NOTE, OPEN ACCOUNT, ASSIGNMENT, ENDORSEMENT, GUARANTY, PLEDGE OR OTHERWISE.

AND THE MORTGAGORS HEREBY VEST THE MORTGAGEE WITH FULL POWER AND AUTHORITY, UPON
THE HAPPENING OF A DEFAULT IN THE PAYMENT OF SAID NOTE(S), OR OF ANY INSTALLMENT THEREOF,
PRINCIPAL OR INTEREST, WHEN DUE, OR UPON THE HAPPENING OF A DEFAULT IN THE PAYMENT OF ANY
OTHER DEBT, OBLIGATION OR LIABILITY HEREBY SECURED, OR ANY RENEWALS OR EXTENSIONS THEREOF,
WHEN DUE, OR UPON DEFAULT IN THE PERFORMANCE OF ANY OF THE COVENANTS OR AGREEMENTS HEREIN
CONTAINED, OR SHOULD THE INTEREST OF SAID MORTGAGEE OR ASSIGNS IN SAID PROPERTY BECOME
DANGERED BY REASON OF THE ENFORCEMENT OF ANY PRIOR LIEN OR ENCUMBRANCE THEREON, SO AS
TO ENDANGER THE DEBT HEREBY SECURED, TO SELL SAID PROPERTY AT PUBLIC AUCTION AT THE FRONT
DOOR OF THE COURTHOUSE OF SAID COUNTY, IN LOTS OR PARCELS OR EN MASSE AS MORTGAGEE'S

AGENTS, AUCTIONEER OR ASSIGNS DEEM BEST, FOR CASH, TO THE HIGHEST BIDDER, AFTER FIRST GIVING TWENTY-ONE (21) DAYS NOTICE OF THE TIME, PLACE AND TERMS OF SUCH SALE, TOGETHER WITH A DESCRIPTION OF THE PROPERTY TO BE SOLD, BY PUBLISHING THE SAME ONCE A WEEK FOR THREE (3) CONSECUTIVE WEEKS IN A NEWSPAPER PUBLISHED IN SAID COUNTY AND STATE, AND TO MAKE PROPER CONVEYANCE TO THE PURCHASER, AND THE PROCEEDS OF SAID SALE TO APPLY, FIRST, TO THE PAYMENT OF THE EXPENSES OF SUCH SALE INCLUDING ADVERTISING, SELLING AND CONVEYING AND INCLUDING REASONABLE ATTORNEY'S AND AUCTIONEER'S FEES; SECOND, TO THE PAYMENT OF ANY AND ALL DEBTS, OBLIGATIONS AND LIABILITIES HEREBY SECURED, PRINCIPAL AND INTEREST, WHETHER SUCH DEBTS, OBLIGATIONS OR LIABILITIES BE THEN DUE OR NOT, AND ANY AMOUNT THAT MAY BE DUE THE MORTGAGEE BY VIRTUE OR ANY OF THE SPECIAL LIENS OR AGREEMENTS HEREIN DECLARED; AND, LASTLY, THE SURPLUS, IF ANY, TO BE PAID OVER TO THE SAID MORTGAGORS. THE SAID MORTGAGEE MAY, AT ANY SALE MADE UNDER THIS MORTGAGE, BECOME THE PURCHASER OF SAID PROPERTY, OR ANY PART THEREOF OR INTEREST THEREIN, LIKE A STRANGER HERETO, IN WHICH EVENT THE AUCTIONEER MAKING THE SALE SHALL MAKE THE DEED IN THE NAME OF THE MORTGAGORS, AND ALL RECITALS MADE IN ANY DEED EXECUTED UNDER THIS MORTGAGE SHALL BE EVIDENCE OF THE FACTS THEREIN RECITED.

AND SAID MORTGAGORS, THEIR HEIRS, EXECUTORS AND ADMINISTRATORS, HEREBY COVENANT WITH THE SAID MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, THAT HE(SHE)(THEY) IS(ARE) SEIZED OF AN INDEFEASIBLE ESTATE IN FEE SIMPLE IN AND TO SAID PROPERTY, THAT SAID PROPERTY IS FREE FROM ALL LIENS AND ENCUMBRANCES, AND THAT THEY WILL FOREVER WARRANT AND DEFEND THE TITLE THERETO AND THE QUIET USE AND ENJOYMENT THEREOF UNTO THE SAID MORTGAGEE AND UNTO THE PURCHASER AT SAID SALE, AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER.

AND THE SAID BORROWERS AND MORTGAGORS FURTHER EXPRESSLY AGREE AND COVENANT:

1. TO PAY SAID NOTE(S), AND ALL INSTALLMENTS OF PRINCIPAL AND INTEREST THEREON, WHEN THEY RESPECTIVELY FALL DUE;
2. TO KEEP ANY BUILDINGS NOW, OR WHICH MAY HEREAFTER BE ERECTED, ON SAID PROPERTY, IN GOOD REPAIR, AND INSURED AGAINST FIRE AND WINDSTORM, WAR DAMAGE AND SUCH OTHER RISKS AS MORTGAGEE MAY DESIGNATE, BY POLICIES MADE PAYABLE TO AND DEPOSITED WITH THE MORTGAGEE, AND IN SUCH AMOUNT; NOT EXCEEDING THE INDEBTEDNESS HEREBY SECURED AND NOT EXCEEDING THE VALUE OF SAID BUILDINGS, AS MAY BE REQUIRED BY THE MORTGAGEE; ALSO, TO PAY SUCH SUMS OF MONEY AS MAY BE DEEMED NECESSARY OR AS MAY BE REQUIRED BY MORTGAGEE FOR THE PROPER PRESERVATION OR PROTECTION OF THE SECURITY AFFORDED HEREBY;
3. TO PAY PROMPTLY ALL TAXES, ASSESSMENTS, LIENS AND OTHER CHARGES WHICH MAY BE, OR BECOME, EFFECTIVE AGAINST SAID PROPERTY, TOGETHER WITH ALL PENALTIES, COSTS, AND OTHER EXPENSES INCURRED, OR WHICH MAY ACCRUE, IN CONNECTION THEREWITH;
4. THAT IF IT SHALL BECOME NECESSARY TO EMPLOY AN ATTORNEY TO COLLECT THE DEBT OR ANY OF THE DEBTS, HEREBY SECURED, OR ANY PORTION THEREOF, OR TO FORECLOSE THIS MORTGAGE BY SALE UNDER THE POWER HEREIN CONTAINED, OR BY BILL IN EQUITY, OR BY AN ACTION AT LAW, THEN THE SAID MORTGAGORS SHALL PAY AND ALLOW A REASONABLE ATTORNEY'S FEE, AND THIS MORTGAGE SHALL STAND AS SECURITY FOR THE PAYMENT OF THE SAME.
5. THE SAID MORTGAGORS AGREE TO MAINTAIN POSSESSION OF THE PROPERTY ABOVE DESCRIBED, SUBORDINATE TO THE RIGHTS OF THE MORTGAGEE, AND IN THE EVENT OF LITIGATION ARISING OVER THE TITLE TO, OR POSSESSION OF, SAID PROPERTY, THE MORTGAGEE MAY PROSECUTE OR DEFEND SAID LITIGATION, AND FOR ANY AMOUNTS EXPENDED BY THE MORTGAGEE IN THIS BEHALF IT SHALL HAVE AN ADDITIONAL LIEN, SECURED BY THIS MORTGAGE, UPON SAID PROPERTY;
6. THAT IF THE SAID MORTGAGORS OR BORROWERS FAIL TO PERFORM ANY OF THE DUTIES HEREIN SPECIFIED, THE MORTGAGEE MAY PERFORM THE SAME, AND FOR ANY SUMS EXPENDED BY THE MORTGAGEE IN THIS BEHALF, IT SHALL HAVE AN ADDITIONAL LIEN, SECURED BY THIS MORTGAGE, UPON SAID PROPERTY;

7. THE MORTGAGEE MAY ADVANCE TO SAID MORTGAGORS SUCH MONIES AS MAY BE NECESSARY TO DISCHARGE ANY LIENS OF ANY CHARACTER NOW OR HEREAFTER AGAINST SAID PROPERTY, OR FOR ANY WORK DONE UPON SAID PROPERTY, OR MATERIALS FURNISHED, AND THE MONEY SO ADVANCED, TOGETHER WITH INTEREST THEREON, SHALL BE ADDED TO THE INDEBTEDNESS BY THIS MORTGAGE.

THE PROVISIONS HEREOF SHALL ENURE TO AND BIND NOT ONLY THE PARTIES HERETO, BUT ALSO THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, SAID MORTGAGORS HAVE HEREUNTO SET THEIR HANDS AND SEALS ON
THIS 12 DAY OF January, 1981.

(X) Dwayne Douglas

(X) Myra Douglas

STATE OF ALABAMA)
COUNTY OF)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, DO HEREBY CERTIFY THAT Dwayne Douglas and Myra Douglas, wife of said name 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 EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 12 DAY OF January, 1981.

Notary Tax 205.50
Fee 7.50
Jud 1.00
214.00

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

Vickie Helms
NOTARY PUBLIC
My Commission Expires January 31, 1984

1981 JAN 22 AM 8:04

19810122000007650 Pg 5/5 .00
Shelby Cnty Judge of Probate, AL
01/22/1981 00:00:00 FILED/CERTIFIED

STATE OF ALABAMA)
COUNTY OF)
 Thomas A. Shawver, Jr.
JUDGE OF PROBATE

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, DO HEREBY CERTIFY THAT _____ OF _____ 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 AND AS THE ACT OF SAID CORPORATION.
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 19____.

NOTARY PUBLIC