

ACCOMMODATION MORTGAGE

19810122000008200 Pg 1/4 .00
Shelby Cnty Judge of Probate, AL
01/22/1981 00:00:00 FILED/CERTIFIED

THIS INSTRUMENT WAS PREPARED BY

(NAME) J. C. Heslop

(ADDRESS) 1780 Montgomery Hwy. Birmingham, Alabama. 35244

STATE OF ALABAMA)

COUNTY OF Jefferson)

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, Shelby Waste Disposal, Incorporated

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

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

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

thirty seven thousand and no/100 * * * WITH INTEREST, EVIDENCED BY

COMMISSORY NOTE OF EVEN DATE HERewith AND

WHEREAS, THE UNDERSIGNED Donna M. Lombard and James Wayne Lombard, husband

(HEREINAFTER REFERRED TO AS "MORTGAGORS"),

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

ERTY TO SECURE THE AFOREMENTIONED INDEBTEDNESS OF Shelby Waste Disposal Incorporated

TO CENTRAL BANK OF BIRMINGHAM.

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

IN 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: Begin at the Northwest corner of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 25, Township 19 South, Range 3 West, thence run East along the North line of said SE $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 470.20 feet; thence turn right an angle of 140 degrees 16 minutes 30 seconds a distance of 174.50 feet for point of beginning, thence turn left an angle of 71 degrees 20 minutes a distance of 316.66 feet; turn right an angle of 75 degrees 09 minutes 20 seconds a distance of 206.36 feet; turn right an angle of 76 degrees 38 minutes a distance of 64.03 feet; turn right an angle of 35 degrees 42 minutes a distance of 248.47 feet; turn right an angle of 63 degrees 50 minutes a distance of 208.81 feet to point of beginning; being in SE $\frac{1}{4}$, of SE $\frac{1}{4}$, Section 25, Township 19 South, Range 3 West. Situated in Shelby County, Alabama. Mineral and mining rights excepted.

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

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

ABOVE DESCRIBED REAL PROPERTY TO THE SAID MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, FOREVER.

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 HEREBY
MENTIONED, ACCORDING TO THE TENOR AND EFFECT OF THAT (THOSE) CERTAIN PROMISSORY NOTE(S),
OF 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.

AND 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
PROBATE 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
ENDANGERED 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

DEBTS, 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 BE AND IS 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 HEREBY REQUITED, 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 MORTGAGGORS 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 HEREIN, BUT ALSO THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS.

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

James M. Harkness
James M. Harkness
James M. Harkness

STATE OF ALABAMA)
COUNTY OF)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT *James M. Harkness and James M. Harkness* WHOSE 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.

Vickie Hollier
NOTARY PUBLIC
My Commission Expires January 31, 1984

My TAX 205.50
Rec 6.00
Fund 1.00
212.50
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
STATEMENT WAS FILED

1981 JAN 22 AM 8:01

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

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, 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 SUCH 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 _____ DAY OF _____ 19____.

NOTARY PUBLIC