

THIS INSTRUMENT PREPARED BY:

19810123000008270 Pg 1/4 .00
Shelby Cnty Judge of Probate, AL
01/23/1981 00:00:00 FILED/CERTIFIED

NAME: Dale Corley

ADDRESS: 1933 Montgomery Highway

MORTGAGE — ALABAMA TILE CO., INC., Birmingham, Alabama

State of Alabama

Jefferson

COUNTY

Know All Men By These Presents, that whereas the undersigned 31 South, an Alabama Limited Partnership

justly indebted to William N. Eddins and John O. Eddins

in the sum of Forty-Four Thousand Three Hundred Eight and no/100-----Dollars

evidenced by one promissory note of even date herewith according to the terms and conditions of said note

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

And Wherefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, 31 South, an Alabama Limited Partnership

do, or does, hereby grant, bargain, sell and convey unto the said William N. Eddins and John C. Eddins (hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

See Attached Exhibit "A" for Legal.

This is a purchase money mortgage.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, or the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of the said Mortgagee as to the nature of all liens relating to the liens of mechanics and materialmen without regard to form and content 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, then in any one of said events the whole of said indebtedness hereby secured shall at once become due and payable, and the said Mortgagee shall be entitled to foreclose on the premises hereby conveyed and to sell the same at public auction within twenty-one days after the date of the expiration of the term of the said statement, and to receive the proceeds of such sale, and to apply the same in satisfaction of the debt hereby secured, and to pay the balance of the proceeds of such sale to the said Mortgagor, and to be entitled to the same as Mortgagee, and the said Court House does hereby certify, and shall certify to the proper officers for and apply the proceeds of said sale, first, to the expense of advertisement, selling and carrying out the same, and to a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended or that may be necessary to be expended in paying insurance, taxes, or other liens and charges with interest thereon.

on, 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 23rd day of January
WITNESSES:

19 81
31 SOUTH, AN ALABAMA LIMITED PARTNERSHIP

By: Thomas M. Poe, Jr. (Seal)
Thomas M. Poe, Jr., its General Part
(Seal)
(Seal)
(Seal)

STATE OF Alabama
Jefferson County

General Acknowledgement

I, the undersigned, , a Notary Public in and for said County in said State.

hereby certify that Thomas M. Poe, Jr., Partner of 31 South, An Alabama Limited Partnership whose name 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/ in his capacity as Partner executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of January 19 81

Notary Public.

STATE OF
COUNTY OF

Corporate Acknowledgement

I, a Notary Public in and for said County, in said State, hereby certify that whose name as President 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 for and as the act of said corporation.

Given under my hand and official seal, this the day of , 19

Notary Public

Return to

TO

MORTGAGE

This Form Furnished By
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama

COURSE 1:

Commence at the Southwest corner of Section 28, Township 21 South, Range 2 West, run thence in an Easterly direction along the South line of said section for a distance of 1,241.69 feet to a point on the Northeasterly right-of-way line of U.S. Highway #31, said point being the point of beginning. From the point of beginning thus obtained, thence continue along last described course for a distance of 221.52 feet to a point in the centerline of Camp Branch; thence turn an angle to the left of 112 degrees 05 minutes 59 seconds and run in a Northwesterly direction along the centerline of Camp Branch for a distance of 90.12 feet; thence turn an angle to the left of 37 degrees 17 minutes 21 seconds and run in a Northwesterly direction along the centerline of Camp Branch for a distance of 249.07 feet; thence turn an angle to the right of 34 degrees 14 minutes, 39 seconds and run in a Northwesterly direction along the centerline of Camp Branch for a distance of 87.51 feet; thence turn an angle to the right of 45 degrees 21 minutes 31 seconds and run in a Northeasterly direction along the centerline of Camp Branch for a distance of 355.38 feet; thence turn an angle to the right of 25 degrees 17 minutes 33 seconds and run in a Northeasterly direction along the centerline of Camp Branch for a distance of 287.84 feet; thence turn an angle to the right of 6 degrees 41 minutes and run in a Northeasterly direction along the centerline of Camp Branch for a distance of 165.81 feet; thence turn an angle to the right of 7 degrees 34 minutes and run in a Northeasterly direction along the centerline of Camp Branch for a distance of 154.10 feet; thence turn an angle to the left of 50 degrees 38 minutes 30 seconds and run in a Northeasterly direction along the centerline of Camp Branch for a distance of 11.15 feet; thence turn an angle to the left of 28 degrees 59 minutes 10 seconds and run in a Northwesterly direction along the centerline of Camp Branch for a distance of 117.41 feet; thence turn an angle to the right of 37 degrees 12 minutes and run in a Northeasterly direction along the centerline of Camp Branch for a distance of 11.01 feet; thence turn an angle to the right of 30 degrees 49 minutes 30 seconds and run in a Northeasterly direction along the centerline of Camp Branch for a distance of 11.72 feet; thence turn an angle to the right of 30 degrees 05 minutes 30 seconds and run in a Northeasterly direction along the centerline of Camp Branch for a distance of 70.26 feet; thence turn an angle to the left of 32 degrees 32 minutes 30 seconds and run in a Northwesterly direction along the centerline of Camp Branch for a distance of 3.11 feet to a point that is 276 feet North of the South One-half of the Southwest Quarter of Section 28, Township 21 South, Range 2 West; thence turn an angle to the left of 135 degrees 57 minutes 31 seconds and run in a Westerly direction parallel with the North One-half of South One-half of the Southwest Quarter of Section 28, Township 21 South, Range 2 West for a distance of 1,138.97 feet to its intersection with the Northeasterly right-of-way line of U.S. Highway #31; thence turn an angle to the left of 131 degrees 19 minutes 31 seconds to the tangent of the following described course, said course being situated on a curve to the right having a central angle of 3 degrees 03 minutes 18 seconds, and a radius of 2,859.05 feet; thence run along the arc of said curve to the right in a Southeasterly direction along the Northeasterly right-of-way line of U.S. Highway #31 for a distance of 179.06 feet to the end of said curve; thence run along the tangent, if extended to said curve, in a Southeasterly direction continuing along the Northeasterly right-of-way line of U.S. Highway #31 for a distance of 494.03 feet to the point of beginning of a curve to the left, said curve having a central angle of 11 degrees 43 minutes 30 seconds and a radius of 2,730.14 feet; thence run along the arc of said curve to the left continuing in a Southeasterly direction along the North-

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[Handwritten signature]

northerly right-of-way line of U.S. Highway #31 for a distance of 606.35 feet to the end of said curve; thence run along the tangent, if extended to said curve, in a Southeast direction continuing along the Northeastly right-of-way line of U.S. Highway #31 for a distance of 374.52 feet to the point of beginning. Said parcel containing 19.32 ac. Situated in Shelby County, Alabama.

PARCEL II:

Commence at the Southwest corner of Section 28, Township 21 South, Range 2 West, run thence in an Easterly direction along the South line of said section for a distance of 1,341.69 feet to the Northeastly right-of-way line of U.S. Highway #31; thence turn an angle to the left of 111 degrees 25 minutes and run in a Northwestly direction along the Northeastly right-of-way line of U.S. Highway #31 for a distance of 374.52 feet to the point of beginning of a curve to the right, said curve having a central angle of 12 degrees 49 minutes 30 seconds and a radius of 2,730.14 feet; thence run along arc of said curve to the right in a Northwestly direction along the Northeastly right-of-way line of U.S. Highway #31 for a distance of 606.35 feet to the end of said curve; thence run along the tangent, if extended to said curve, in a Northwestly direction along the Northeastly right-of-way line of U.S. Highway #31 for a distance of 494.03 feet to the point of beginning of a curve to the left, said curve having a central angle of 12 degrees 35 minutes 18 seconds and a radius of 2,859.05 feet; thence run along the arc of said curve to the left in a Northwestly direction along the Northeastly right-of-way line of U.S. Highway #31 for a distance of 179.06 feet to the point of beginning; at the point of beginning thus obtained, thence turn an angle to the right of 102 degrees 29 minutes 31 seconds from the tangent of last described course and run in an Easterly direction along a line parallel with and 276 feet Northerly of the North line of the South One-half of the Southwest One-Quarter of Section 28, Township 21 South, Range 2 West for a distance of 1,133.97 feet; thence turn an angle to the left of 44 degrees 57 minutes 29 seconds and run in a Northeastly direction along the centerline of Camp Branch for a distance of 82.01 feet; thence turn an angle to the left of 135 degrees 57 minutes 31 seconds and run in a Westerly direction along the South line of a parcel of land recorded in Deed Book 239, Page 546 in the Office of the Judge of Probate, Shelby County, Alabama for a distance of 1,209.09 feet to a point on the Northeastly right-of-way line of U.S. Highway #31; thence turn an angle to the left of 103 degrees 09 minutes 31 seconds to the tangent of the following described course, said course being situated on a curve to the right having a central angle of 1 degree 01 minute 29 seconds and a radius of 2,859.05 feet; thence run along the arc of said curve to the right in a Northerly direction along the Northeastly right-of-way line of U.S. Highway #31 for a distance of 51.13 feet to the point of beginning. Said parcel containing 1.44 ac. Situated in Shelby County, Alabama.

According to survey of Jimmy A. Gay, Reg. No. 8759, dated 1-6-81.

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

1981 JAN 23 AM 10:47

Thomas A. Swanson, Jr.
JUDGE OF PROBATE

Notary 6660
600
100
7360

Thomas A. Swanson, Jr.
31 So.