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This Instrument was prepared by:
Stanley M. Brock, Balch, Birgham, Baker, Hawthorne, Williams
& Ward, P. O. Box 306, Birmingham, Alabama 35201

REAL ESTATE MORTGAGE

STATE OF ALABAMA)
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Alabama Machinery Company (hereinafter "Mortgagor" is now indebted to Central Bank of Birmingham (hereinafter "Bank") in the sum of Two Hundred Seventy-five Thousand Dollars (\$275,000.00) principal as evidenced by a promissory note dated May 21, 1980, in the original principal amount of \$450,000.00, payable to Bank with interest thereon, on demand or as otherwise provided therein (hereinafter "Note"); and

WHEREAS, Mortgagor has requested that Bank forbear in demanding payment of the principal amount in full as a result of certain defaults by Mortgagor; and

WHEREAS, said Mortgagor may hereafter become indebted to Bank or a subsequent holder of this Mortgage on loans or otherwise (said Bank and any subsequent holder of this Mortgage being referred to herein as "Mortgagee"); and

WHEREAS, in order to induce Mortgagee to forbear demand unless a further default shall occur under the above loan or loans to Mortgagor, the undersigned Alabama Machinery Company agrees to make this Mortgage to secure said principal amount with interest, and all renewals, extensions or modifications thereof, and any and all other additional indebtedness of said Mortgagor to said Mortgagee, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and whether incurred or given as maker, endorser, guarantor or otherwise, all of which are hereinafter referred to as "Other Indebtedness."

NOW THEREFORE, the undersigned Mortgagor, in consideration of Mortgagee forbearing demand under the loan or loans above mentioned, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals or modifications of same, and any and all Other Indebtedness of Mortgagor to Mortgagee as set forth above and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note, and as may be set forth in instruments evidencing or securing Other Indebtedness of Mortgagor to Mortgagee, and further to secure any and all charges incurred by Mortgagee on account of Mortgagor, including but not limited to attorney's fees, have bargained and sold and do hereby grant, bargain, sell and convey unto said Mortgagee, its successors and assigns, that certain real property situated in the County of Shelby, State of Alabama (hereinafter "Property"), described on Exhibit A attached hereto.

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See release misc book 51 page 231 (6-20-83)

Central Bank of Bham.

Together with all and singular the rights, privileges, tenements, hereditaments, improvements, fixtures and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the above granted Property unto the said Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Mortgagor shall pay or cause to be paid to the Mortgagee the principal and interest payable in respect to the Note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor, and shall pay all charges incurred by Mortgagee on account of Mortgagor, including, but not limited to attorney's fees, and shall pay any and all Other Indebtedness of Mortgagor to Mortgagee, and shall keep, perform and observe all and singular the covenants, conditions and agreements in the Note and in this Accommodation Mortgage, and in any other instruments evidencing or securing Other Indebtedness of Mortgagor to Mortgagee, expressed to be kept, performed, and observed by or on the part of Mortgagor, all without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, sold and conveyed shall cease, determine and be void, but shall otherwise remain in full force and effect.

Upon the happening of a default in the payment of said Note, or of any installment thereof, principal or interest, when due, or upon the happening of a default in the payment of any Other Indebtedness, obligation or liability hereby secured, or any renewals, extensions or modifications thereof when due, or upon default in the performance of any of the covenants, conditions and agreements in the Note, or in this Mortgage, or in any other instruments evidencing or securing the Note or Other Indebtedness of Mortgagor to Mortgagee, 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 or otherwise, so as to endanger the security hereby given, or should the Mortgagor, or any endorser, surety or guarantor of the Note or Other Indebtedness of Mortgagor to Mortgagee, file or have filed against any one of them, a petition under any provision of any federal or state law pertaining to bankruptcy, insolvency, or any other law for relief of debtors, including but not limited to, proceedings for liquidation, adjustment of debts, reorganization, or any filing of any plan, composition or arrangement under any such law, or seek or acquiesce in a general assignment or any other arrangement for the benefit of creditors, Mortgagee may, at its option, declare all debts, obligations and liabilities secured hereby to be immediately due and payable, and the Mortgagor hereby vest the Mortgagee with full power and authority to sell said Property at public auction at the front door of the courthouse of said county. Such sale may be 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 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. Mortgagee has full power and authority to make proper conveyance to the purchaser and to apply the proceeds of said sale: First, to the payment of the expenses of such sale including advertising, selling and conveying, including reasonable attorney's and auctioneer's fees;

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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 of any of the special liens or agreements herein declared; and, lastly, the surplus, if any, to be paid over to the party or parties appearing of record to be the owner of the Property at the time of the sale after deducting any expense of ascertaining who is such owner, or to be paid as otherwise required by law. 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 thereto, in which event the auctioneer making the sale shall make the deed in the name of the Mortgagor, and all recitals made in any deed executed under this Mortgage shall be evidence of the facts therein recited.

The Mortgagor, its heirs, successors, assigns, executors and administrators, hereby covenant with the Mortgagee, its successors and assigns, that it is seized of an indefeasible estate in fee simple in and to said Property, that said Property is free from all liens and encumbrances except as set forth herein, and that it will forever warrant and defend the title thereto and the quiet use and enjoyment thereof unto the said Mortgagee, its successors or assigns, and unto the purchaser at any such sale, against the lawful claims of all persons whomsoever.

The Mortgagor further expressly agrees and covenants as follows:

1. Mortgagor shall keep any buildings now or hereafter erected on said Property in good repair, and insured against fire and windstorm, and such other risks as Mortgagee may designate, by policies made payable to the Mortgagee, as its interest may appear, and deposited with the Mortgagee. Such policies shall be in an amount, as may be required by the Mortgagee, but Mortgagee shall not require insurance exceeding the value of said buildings and other improvements.

2. Mortgagor shall keep the improvements situated on the Property in a reasonable state of repair and shall not commit or permit waste of the Property, or remove any fixtures.

3. Mortgagor shall pay promptly all taxes, assessments, liens and other charges which are now, or may become effective against said Property before the same become delinquent, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith.

4. 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 powers herein contained, or by an action at law or other judicial or administrative proceeding, then the said Mortgagor shall pay and allow a reasonable attorney's fee.

5. Mortgagor shall 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.

6. If the said Mortgagor fails to perform any of the duties herein specified, the Mortgagee may perform the same.

7. The Mortgagee may advance to said Mortgagor such monies as may be necessary to discharge any liens of any character now or hereafter placed against said Property, or to pay for any work done upon said Property, or for materials furnished to said Property.

8. The Mortgagee shall have an additional lien upon said Property, secured by this Mortgage, for any sums expended or advanced by Mortgagee pursuant to the provisions of paragraphs 4 through 7 above, together with interest thereon, and all such sums expended or advanced shall bear interest at the rate set forth in the Note unless otherwise agreed by Mortgagee and Mortgagor, and shall be immediately due and payable.

9. Mortgagor shall not sell or otherwise transfer or dispose of the Property without the prior written consent of the Mortgagee. Upon any such sale, transfer or disposition of the Property, without the prior written consent of Mortgagee, Mortgagee may, at its option, declare all debts, obligations and liabilities secured hereby to be immediately due and payable.

10. Mortgagee is authorized, without notice or demand and without affecting this Mortgage, from time to time to (a) renew, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Note or any Other Indebtedness of Mortgagor, or any part thereof, including increase or decrease of the rate of interest thereof; (b) take and hold security for the payment of the Note or any Other Indebtedness of Mortgagor, and exchange, enforce, waive and release any such security; and (c) apply such security and direct the order or manner of sale thereof as Mortgagee in its discretion may determine. Mortgagee may without notice assign this Mortgage in whole or in part.

11. Mortgagor waives any right to require Mortgagee to (a) proceed against or exhaust any other security held from Mortgagor; or (b) pursue any other remedy in Mortgagee's power whatsoever. Mortgagor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, and notices of dishonor, and of the existence, creation, or incurring of new or additional indebtedness.

12. It is the intent hereof that this Mortgage shall be and remain unaffected, (a) by the existence or non-existence, validity or invalidity of any pledge, assignment or conveyance given as security for the Note or Other Indebtedness of Mortgagor, or (b) by any understanding or agreement that any other person, firm or corporation was or is to execute any other instrument, or the Note or notes evidencing any indebtedness of Mortgagor, or any part thereof; or (c) by resort on the part of the Mortgagee to any other security or remedy for the collection of any indebtedness of Mortgagor.

13. The provisions of this Mortgage shall inure to and bind not only the parties hereto, but also their respective heirs, executors, administrators, successors, and assigns.

14. No delay or omission of the Mortgagee or of any holder of the Note to exercise any right, power or remedy under this Mortgage, the Note, or other instrument securing

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the Note or Other Indebtedness of Mortgagor, upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon.

15. All rights, powers and remedies of Mortgagee herein shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. In the event that any one or more of the terms or provisions of this Mortgage or of the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining terms or provisions shall in no way be affected, prejudiced or disturbed thereby.

16. This Mortgage is given under the seal of all parties hereto, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law.

IN WITNESS WHEREOF, said Mortgagor has hereunto set its hand and seal on this the 29 day of May, 1981.

ATTEST:

ALABAMA MACHINERY COMPANY

John S. K
Secretary

BY Gilbert J. Key, Jr. (SEAL)
Its President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gilbert J. Key, Jr., whose name as President of Alabama Machinery Company, 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 29 day of May, 1981.

Don B. Dwyer
Notary Public

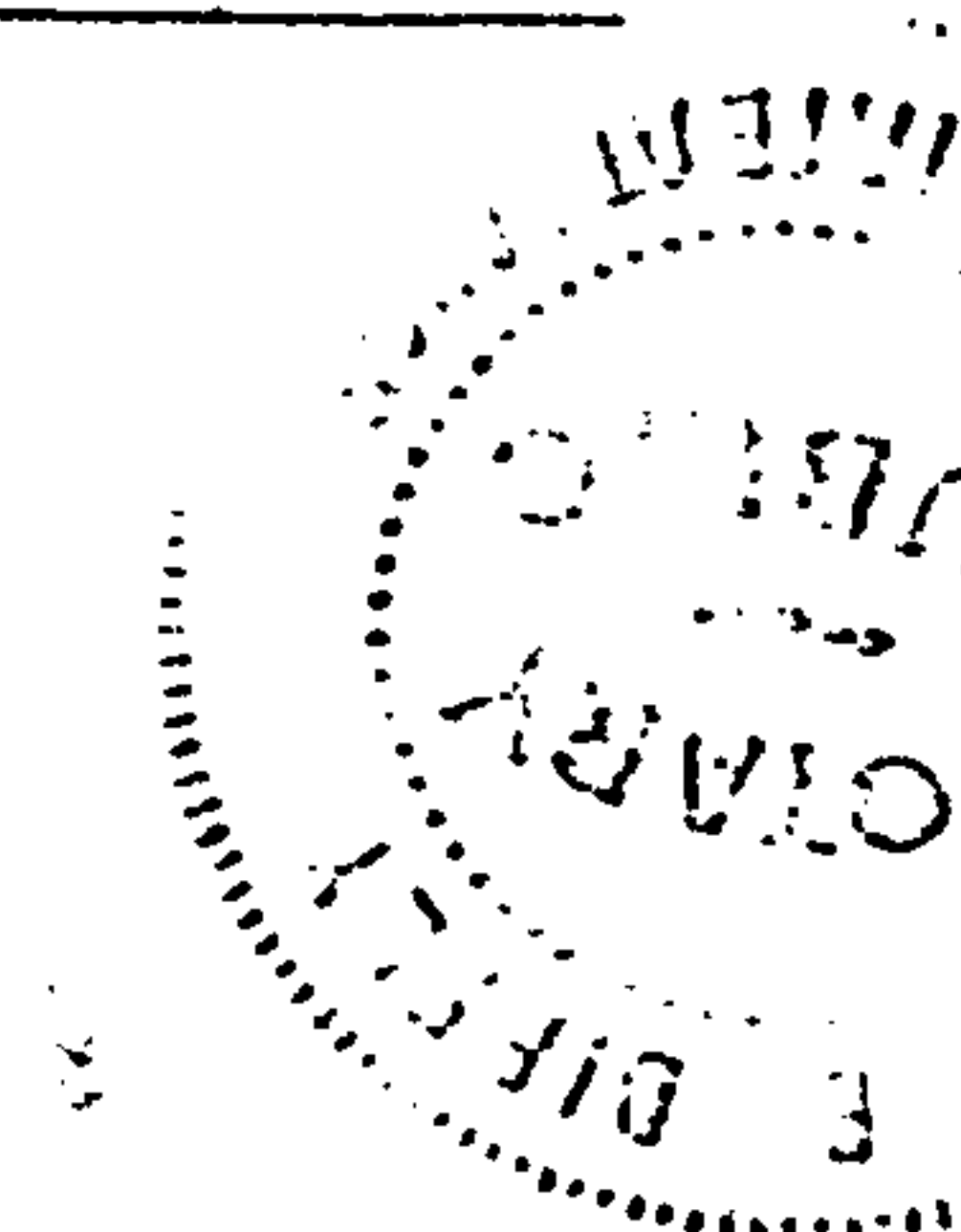


EXHIBIT "A"

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Beginning at the NE corner of the SW $\frac{1}{2}$ of NW $\frac{1}{2}$ of Section 31, Township 19 South Range 2 West; thence run West along the north line of said $\frac{1}{2}$ - $\frac{1}{2}$ Section a distance of 313.96 feet to point of beginning thence turn an angle to the right of 7 deg. 59 min. 20 sec. for a distance of 466.69 feet; thence turn an angle to the left of 78 deg. 08 min. for a distance of 275.6 feet to the East right of way of Highway #31 South; thence turn an angle to the left of 57 deg. 44 min. running down East right of way of said Highway for a distance of 300.0 feet; thence turn an angle to the left of 85 deg. 00 min. for a distance of 474.93 feet; then turn an angle to the left of 66 deg. 06 min. for a distance of 175.0 feet to point of beginning, this parcel of property located in the SW $\frac{1}{2}$ of NW $\frac{1}{2}$ also a small part in the NW $\frac{1}{2}$ of NW $\frac{1}{2}$ of Section 31, Township 19 South, Range 2 West. Situated in Shelby County, Alabama.

Mining and mineral rights excepted.

Subject (I) to all liens, mortgages, easements and restrictions of record and (II) to the lien for ad valorem taxes for the tax year commencing October 1, 1976.

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STATE OF ALABAMA
COUNTY OF SHELBY
JUDGE OF PROBATE

1977 FEB 24 PM 12:41

Thomas W. ...
JUDGE OF PROBATE

Mtg	450.00
Ric.	1.50
Incl.	1.00
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	\$ 458.50

1981 JUL 10 PM 8:47

Mtg	412.50
Ric.	9.00
Incl.	1.00
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	422.50