

THE STATE OF ALABAMA

Shelby County

This instrument was prepared by:

Joseph G. Stewart
1600 Bank for Savings Building
Birmingham, Alabama 35203

KNOW ALL MEN BY THESE PRESENTS: That whereas

John H. Bankhead and Co., Inc., a corporation, and Trimm Building Corporation, Inc., a corporation,

have become justly indebted to Birmingham Trust National Bank, with offices
in Birmingham, Jefferson County, Alabama, (hereinafter called the Mortgagee), in
the principal sum of Two Hundred Ten Thousand
and No/100----- Dollars (\$ 210,000.00)

~~together with interest thereon, as evidenced by negotiable note~~ of even date herewith,

as evidenced by an agreement of even date herewith among Mortgagee, John H. Bankhead and Co., Inc. and Trimm Building Corporation, Inc.

Now, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewals or extensions of same and any other indebtedness (including future advances) now or hereafter owed by the above-named to Mortgagee and compliance with all the stipulations hereinafter contained, the undersigned **John H. Bankhead and Co., Inc. and Trimm Building Corporation, Inc.**

(whether one or more, hereinafter called Mortgagors)
do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in
Shelby County, State of Alabama, viz:

All that real estate described on Exhibit A hereto which is incorporated herein by this reference.

Cahaba - 1st Ave.

BOOK 417 PAGE 287

together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, 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, its successors and assigns forever.

And for the purpose of further securing the payment of said indebtednesses 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.

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 with such companies as may be satisfactory to the Mortgagee against loss by fire, wind, 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 or, at Mortgagee's election, certificates thereof, 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, wind, 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.

4. 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 upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, 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.

5. 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.

6. 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 or other liens or assessments 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, liens, or assessments, 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.

7. That they will well and truly pay and discharge every 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.

8. That after any default on the part of the Mortgagors, the Mortgagee shall, upon complaint 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 not exceeding 15 percent of the unpaid debt after default 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.

9. 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 successors and assigns of the Mortgagee.

10. That the debt or debts 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.

BOOK 417 PAGE 288

IN WITNESS WHEREOF the undersigned,

[illegible]

By: [Signature] X88X8X

Its President *35*

Trimm Building Corporation, Inc. XXXXX

By: William H. Jones X88481

Its *her*.

THE STATE OF ALABAMA,

COUNTY

I, the undersigned, 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 , 19

Notary Public

THE STATE OF ALABAMA,

COUNTY

I, the undersigned, 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 , 19

Notary Public

THE STATE OF ALABAMA,

Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County, and said State, hereby certify that

John H. Bankhead

whose name as President

of the John H. Bankhead and Co., 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 4th day of December, 1981

Commission Expires February 11, 1983 Notary Public

PLEASE RETURN

TO

BIRMINGHAM TRUST NATIONAL BANK

P. O. Box 2554

Birmingham, Alabama 35290

MORTGAGE DEED

THE STATE OF ALABAMA,

COUNTY.

Office of the Judge of Probate.

I hereby certify that the within mortgage was

filed in this office for record on the

day of , 19

at o'clock M., and duly record in

Volume of Mortgages, at page

, and examined.

Judge of Probate.

THE STATE OF ALABAMA,

_____ COUNTY

I, the undersigned, 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 _____, 19____

Notary Public

THE STATE OF ALABAMA,

_____ COUNTY

I, the undersigned, 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 13 day of _____, 19____

Notary Public

THE STATE OF ALABAMA,

Jefferson _____ COUNTY

I, the undersigned, a Notary Public in and for said County, and said State, hereby certify that _____

William H. Trimm

whose name as _____ President

of the Trimm Building Corporation, 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 4th day of December, 1981

Licia C. White

Notary Public

PLEASE RETURN

TO

BIRMINGHAM TRUST NATIONAL BANK

P. O. Box 2554

Birmingham, Alabama 35290

MORTGAGE DEED

THE STATE OF ALABAMA,

_____ COUNTY.

Office of the Judge of Probate.

I hereby certify that the within mortgage was

_____ filed in this office for record on the _____

_____ day of _____, 19____

_____ o'clock _____ M., and duly record in

_____ volume _____ of Mortgages, at page _____

_____ and examined.

Judge of Probate.

EXHIBIT "A"

19811210000130610 Pg 6/6 .00
 Shelby Cnty Judge of Probate, AL
 12/10/1981 00:00:00 FILED/CERTIFIED

PARCEL I:

A tract of land situated in the SW 1/4 of the SW 1/4 and the Northwest diagonal 1/2 of the SE 1/4 of the SW 1/4 of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama; said tract is bounded on the Northwest side by Indian Valley, First Sector Subdivision and on the Southeast by Valley Dale Road and more particularly described as follows: Commence at the Southwest corner of the SW 1/4 of the SW 1/4 thence run East along the south line thereof a distance of 833.64 feet to the point of beginning, at the most southerly and East corner of Lot 13, Block 1, according to the survey of Indian Valley, First Sector as recorded in Map Book 5 Page 43 in the office of the Judge of Probate of Shelby County, Alabama; thence an angle left of 45 deg. 43 min. and run in a Northeasterly direction along the Southeast line of said Indian Valley, First Sector, a distance of 1,328.12 feet; thence an angle right of 105 deg. 30 min. and run in a Southeasterly direction a distance of 228.08 feet to a point on the Northwest right-of-way line of Valley Dale Road; thence an angle right of 73 deg. 24 min. 24 sec. as measured to tangent to a curve to the left, said curve having a radius of 1469.21 feet and subtending a central angle of 2 deg. 25 min. 09 sec.; thence run in a Southwesterly direction along the arc of said curve and along right-of-way line a distance of 62.03 feet; thence on thence on tangent to curve, continue in a Southwesterly direction along right-of-way line a distance of 934.38 feet to a point on the South line of said SW 1/4 of SW 1/4; thence an angle right of 49 deg. 13 min. 45 sec. and run in a westerly direction along said South line a distance of 390.45 feet to the point of beginning; being situated in Shelby County, Alabama.

PARCEL II:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36, 37, 38, and 39, according to the survey of Valdawood, as recorded in Map Book 8 Page 6 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SHIRLEY A. ALLEN, JR.
 JUDGE OF PROBATE

1981 DEC 10 AM 8:59

Shirley A. Allen, Jr.
 JUDGE OF PROBATE

Mtg. fee - 315.00

9.00

1.00

325.00

BOOK 417 PAGE 291