

(Name) ✓ JOHN L. HARTMAN, III 343

(Address) 2737 Highland Avenue, Post Office Box 1885, Birmingham, AL 35201-1

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENT:

19811214000132090 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
12/14/1981 00:00:00 FILED/CERTIFIED

Triangle Mechanical Contractors, Inc.

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Commercial Credit

Services Corporation (hereinafter called "Mortgagee", whether one or more), in the sum
of Seventy-Five Thousand and No/100-----Dollars
(\$ 75,000.00), evidenced by a promissory note executed on even date;

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, Triangle Mechanical Contractors, Inc.

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

PARCEL I:

Commence at the NE corner of Section 30, Township 21 South, Range 2 West; thence West along the North line of Section 30, 49.47 feet to an iron pipe; thence left 93 degrees 19' 25" 250 feet to an iron pin; said iron pin being the point of beginning of the property herein described; thence continue along the line last described 1100.57 feet to an iron pin; thence right 93 degrees 19' 25" 247.20 feet to an iron pipe; thence right 69 degrees 55' 40" 1169.66 feet to an iron pin; thence right 110 degrees 04' 20" 584.53 feet to an iron pin and the point of beginning, situated in Shelby County, Alabama.

Subject to mortgage from Triangle Mechanical Contractors, Inc., to Central State Bank, filed for record September 10, 1981, and recorded in volume 415, page 338, in the Probate Office of Shelby County, Alabama.

Subject to deed to Central State Bank recorded in Deed Book 333, page 804 in Shelby County, Alabama was a deed from mortgagee and could be classified as a deed in lieu of foreclosure.

Subject to easements, restrictions and reservations of record.

PARCEL II:

Part of Lot 8-A, according to the Spain Estate, as shown by recorded survey in Map Book 5, page 32 in the Probate Office of Shelby County, Alabama, and being more particularly described as follows: Beginning at the Northwest corner of said Lot 8-A, Spain Estates, and run in an easterly direction along the North line of said Lot 8-A for a distance of 99.28 feet; thence turn an angle to the right of 89 degrees 31' 55" and run in a southerly direction for a distance of 73.24 feet; thence turn an angle to the right of 88 degrees 28' 05" and run in a westerly direction for a distance of 98.31 feet, more or less, to a point on the easterly right of way line of Shelby County Highway No. 12; thence turn an angle to the right of 90 degrees 47' and run in a northerly direction along said easterly right of way line of Shelby County Highway No. 12 for a distance of 76.69 feet to the point of beginning, being situated in Shelby County, Alabama.

Subject to mortgage from Triangle Mechanical Contractors, Inc., to First National Bank of Columbiana, filed for record May 7, 1981, and recorded in Volume 412, page 129, in said Probate Office.

Subject to easements, restrictions and reservations of record.

(Continued on Appendix "A" attached hereto)

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

BOOK 417 PAGE 320

BOOK 417 PAGE 321

POST OFFICE BOX 1885
BIRMINGHAM, ALABAMA 35201-1885

Return to:

TO
TRIANGLE MECHANICAL CONTRACTORS, INC.

COMMERCIAL CREDIT SERVICES CORPORATION

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203

Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal 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 the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, 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 or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and 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 assigns, 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 or assigns 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, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; 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 balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned George R. Purpura, as President of Triangle Mechanical Contractors, Inc. have hereunto set his signature and seal, this 11th day of December, 1981
TRIANGLE MECHANICAL CONTRACTORS, INC. (SEAL)
By: GEORGE R. PURPURA (SEAL)
Its President (SEAL)

THE STATE of _____ COUNTY }
I, _____, 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, John L. Hartman III, a Notary Public in and for said County, in said State, hereby certify that George R. Purpura
whose name as President of Triangle Mechanical Contractors, 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 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 the 11th day of December 1981
John L. Hartman III, Notary Public, ALABAMA

APPENDIX "A"

PARCEL III:

Lot 8-A, according to Spain Estates, as shown by recorded survey in Map Book 5, page 32, in the Probate Office of Shelby County, Alabama, less and except the following described parcel:

Part of Lot 8-A, according to Spain Estate, as shown by recorded survey in Map Book 5, page 32 in the Probate Office of Shelby County, Alabama, and being more particularly described as follows: Beginning at the Northwest corner of said Lot 8-A, Spain Estates, and run in an easterly direction along the North line of said Lot 8-A for a distance of 99.28 feet; thence turn an angle to the right of 89 degrees 31' 55" and run in a southerly direction for a distance of 73.24 feet; thence turn an angle to the right of 88 degrees 28' 05" and run in a westerly direction for a distance of 98.31 feet, more or less, to a point on the easterly right of way line of Shelby County Highway No. 12; thence turn an angle to the right of 90 degrees 47' and run in a northerly direction along said easterly right of way line of Shelby County Highway No. 12 for a distance of 76.69 feet to the point of beginning, being situated in Shelby County, Alabama.

Subject to mortgage from Triangle Mechanical Contractors, Inc., to Triangle Industries, Inc., filed for record April 16, 1980, and recorded in Volume 402, page 269, in said Probate Office.

Subject to easements, restrictions and reservations of record.

RECEIVED
PROPERTY TAX
1981 DEC 14 AM 9:37

Thomas P. Thompson, Jr.
JUDGE OF PROBATE

Mtg Tax	112.50
Rec	4.50
Ind	1.00
	<hr/>
	118.00

BOOK 417 PAGE 322