

NAME: J. Gary Pate, NAJJAR, NAJJAR, BOYD & PATE

ADDRESS: 2127 Morris Avenue, Birmingham, AL 35203

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

19811217000133020 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
12/17/1981 00:00:00 FILED/CERTIFIED

State of Alabama

SHELBY COUNTY

463
Know All Men By These Presents, that whereas the undersigned Robert Dow, Gilder Wideman, Elmer Lawaczek and Stacey Childs, a general partnership, are justly indebted to METROBANK, an Alabama Banking Corporation

in the sum of Eighty-one Thousand Three Hundred Sixty-nine & No/100 (\$81,369.00) Dollars

evidenced by their promissory note of even date herewith and due and payable in accordance with the terms, conditions, and provisions of said note and/or any renewal or extension thereof

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

Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Robert Dow, Gilder Wideman, Elmer Lawaczek and Stacey Childs, a general partnership, do, or does, hereby grant, bargain, sell and convey unto the said METROBANK, an Alabama Banking Corporation (hereinafter called Mortgagee) the following described real property situated in

SHELBY County, Alabama, to-wit:

Part of the NW 1/4 of SW 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Northwest corner of said 1/4-1/4 section, run in a Southerly direction along the West line of said 1/4-1/4 section for a distance of 652.7 feet, thence turn an angle to the left of 64 degrees 38' and run in a Southeasterly direction for a distance of 121.08 feet, thence turn an angle to the left of 93 degrees 50' 17" and run in a Northeasterly direction for a distance of 636.48 feet, thence turn an angle to the right of 89 degrees 33' 30" and run in a Southeasterly direction for a distance of 720.77 feet to a point on the Northwest right of way line of Alabama Highway #119 thence turn an angle to the left of 88 degrees 25' 12" and run in a Northeasterly direction along said Northwest right of way for a distance of 419.83 feet to a point of intersection with the North line of said 1/4-1/4 section, thence turn an angle to the left of 113 degrees 25' 31" and run in a Westerly direction along said North line of said 1/4-1/4 section for a distance of 1,177.37 feet more or less to the point of beginning.

Less and Except the following part of the above described real estate:

Part of the NW 1/4 of SW 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the Northwest corner of said 1/4-1/4 section run in an Easterly direction along the North line of said 1/4-1/4 section for a distance of 701.61 feet to the point of beginning, thence continue along last mentioned course for a distance of 475.76 feet, more or less, to a point on the West right of way line of Alabama Highway #119; thence turn an angle to the right of 113 degrees 25' 31" and run in a Southwesterly direction

(SEE ATTACHED SHEET FOR CONTINUATION)

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, as 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 lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to 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, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may, deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

along said right of way line for a distance of 150 feet, thence turn an angle to the right of 78 degrees 12' 13" and run in a Northeasterly direction for a distance of 424.85 feet, thence turn an angle to the right of 78 degrees 22' 16" and run in a Northerly direction for a distance of 52 feet, more or less to the point of beginning, containing 1.00 acre, more or less.

Taxes due in the year 1981, a lien, now due and payable.

Taxes due in the year 1982, a lien, but not yet payable.

Less and except any part of subject property now a part of a roadway.

Mineral and mining rights and all rights incident thereto are not insured herein.

Easements to Alabama Power Company in Deed Volume 109, page 499. and Deed Volume 239, page 214.

Easements and right of way to Shelby County, Alabama as shown in Final Record 13, page 330.

Less and except any part of subject property included in that certain deed from Ruth Louise Sheets Brazil, et al to Coy M. Cooper and John P. Whittington recorded in Deed Volume 317, page 617, Shelby County, Alabama.

Such state of facts as would be disclosed by an accurate survey and inspection of the premises.

Unfiled mechanics' and materialmen's liens.

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

1981 DEC 17 AM 9:51

Thomas P. Lawrence
JUDGE OF PROBATE

Mtg TAX	122.10
Rec	5.50
Ind	1.00
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	128.60