REAL ESTATE MORTGAGE 927	
	This instrument was prepared by:
THE STATE OF ALABAMA	Rusty Moulton/bg Birmingham Trust National Bank
JEFFERSON County	P. O. Box 2554  Birmingham, Alabama 35290

Know All Men By These Presents: That whereas Johnny E. Owens and wife, Mamie C. Owens

ha Ve_become justly indebted to	with offices and assigns, No/100
together with interest thereon, as evidenced by a promissory note or notes of even date herewith,	,

payable to said Mortgagee 11.

the rate of interest as provided in 5...

NOW. THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewals, or extensions thereof and the interest thereon, and all other indebtedness (including future advances\*) now for hereafter owed by any of the above-named to Mortgagee, whether such indebtedness is primary or secondary, direct or contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance and stipulations hereinafter contained, the undersigned Johnny E. Owens and wife, Mamie C. Owens

'whether one or more, hereinafter called the secure of the payment of said indebtedness and in order to secure the payment of said indebtedness and other indebtedness (including future advances\*) now for hereafter owed by any of the above-named to Mortgagee, whether such indebtedness is primary or secondary, direct or contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance and stipulations hereinafter contained, the undersigned Johnny E. Owens and wife, Mamie C. Owens

\_\_\_\_ County, State of Alabama, viz:

"See attached Exhibit "A" which is made a part hereof for legal description."

aba ettle Inc.

· 一個一個一個一個一個一個一個一個一個一個一個

<sup>)</sup> If this box is checked, notwithstanding any other provision hereof this mortgage secures only the specific debt(s) described in the premises above, all extensions and renewals thereof, the interest thereon, and advances hereafter made by Mortgagee for taxes, assessments, and insurance and to discharge encumbrances on the mortgaged premises, and the interest on such advances.

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 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 indebtedness the Mortgagors warrant, covenant and agree with Mortgagee, its successors and assigns, 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 (but Mortgagee is not obligated to do so).
- 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 (including so-called extended coverage), wind, and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies of 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 (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind, and other hazards for the benefit of Mortgagors and Mortgagee, or Mortgagee alone, at Mortgagee's election. 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 collection same, or to be used in repairing or reconstructing the premises, as the Mortgagee may elect.
- 4. That all amounts so expended by the Mortgagee for insurance or for the payment of taxes or assessments or to discharge prior liens shall become a debt due the Mortgagee, shall be at once payable without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above or, if no such rate of interest is specified or if the rate specified would be unlawful, at the rate of 8% per annum from date of payment by Mortgagee, and such debt and the interest thereon shall be secured by the lien of this mortgage; and upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of the Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and the same may be foreclosed as hereinafter provided.
  - 5. To take good care of the mortgaged property described above 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 forefeiture either as to past or present defaults 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 preceeding 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.
  - 11. That the provisions of this mortgage and of the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes.

#### PARCEL I

A parcel of land located in the Southwest % of the Southeast % of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama, known as, or to be known as Lot 10 of OWENS INDUSTRIAL PARK, more particularly described as follows: Commence at the Southeast corner of said 1-1 Section; thence in a Northerly direction along the East line of said 1-1 Section a distance of 659.47 feet; thence 89 deg. 11 min. 35 sec. left in a Westerly direction a distance of 398.75 feet to the point of beginning, said point being on the Southwesterly right-of-way line of Old U. S. Highway 21; thence continue along last described course a distance of 97.0 feet; thence 90 degrees left in a Southerly direction a distance of 224.34 feet to a point on a curve to the left, said curve having a radius of 344.44 feet and a central angle of 26 degrees 22 minutes 07 seconds; thence 93 degrees 32 minutes 43 seconds left, measured to tangent of said curve, in a Northeasterly direction, along arc of said curve, a distance of 158.52 feet to end of said curve and the beginning of a curve to the left, said curve having a radius of 25 feet an a central angle of 87 degrees 21 minutes 46 seconds; thence along arc of said curve a distance of 36.59 feet to end of said curve and the beginning of a curve to the right, said curve having a radius of 1170.37 feet I and a central angle of 7 degrees 09 min. 06 seconds and being the Southwesterly right-of-way line of Old U. S. Highway 31; thence along arc of said curve, in a Northwesterly direction, a distance of 146.09 feet to end of said curve; thence continue in a Northwesterly direction a distance of 13.11 feet to the point of beginning; being situated in Shelby County, Alabama.

# PHASE II

A parcel of land located in the Southwest & of the Southeast & of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama, known as, or to be known as, Lot 11 of Owens Industrial Park, more particularly described as follows: Commence at the Southeast corner of said 1/2/1/2 Section; thence in a Northerly direction, along the East line of said 1-1 Section, a distance of 659.47 feet; thence 89 deg. 11 min. 35 sec. left, in a Westerly direction, a distance of 495.75 feet to the Point of Beginning; thence continue, in a Westerly direction, a distance of 256.65 feet; thence 90 deg. left, in a Southerly direction, a distance of 70.0 feet; thence 5 deg. 19 min. left, in a Southeasterly direction, a distance of 89.76 feet; thence 15 deg. 06 min. right, in a Southwesterly direction, a distance of 66.60 feet; thence 99 deg. 47 min. left, in an Easterly direction, a distance of 238.35 feet to the beginning of a curve to the left, said curve having a radius of 344.44 feet and a central angle of 3 deg. 32 min. 47 sec.; thence along arc of said curve, in an Easterly direction, a distance of 21.32 feet to end of said curve; thence 86 deg. 27 min. 13 sec. left, measured from tangent of said curve, in a Northerly direction, a distance of 224.34 feet to the Point of Beginning; being situated in Shelby County.

### PHASE III

From the Southwest corner of the SW ½ of the SE½ of Section 25, Township 19 South, Range 3 West, run Easterly along the South boundary line of said ½-½ Section 543.0 feet to the point of beginning of the land herein described; thence continue Easterly along last said course for 122.77 feet; thence turn left an angle of 94 deg. 30 min. and run Northwesterly 349.83 feet; thence turn left an angle of 94 deg. 46 min. 30 sec. and run Southwesterly 150.28 feet; thence turn left an angle of 90 deg. and run Southeasterly 328.70 feet, more or less, to the point of beginning; being a part of the SW½ of SE½ of Section 25, Township 19 South, Range 3 West; being situated in Shelby County, Alabama.

BOOK 419 PAGE 265

of the number of parcels hereby conveyed.

IN WITNESS WHEREOF, each of the undersigned Johnny E. Owens and wife, Mamie C. Owens

UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge all the indebtedness

hereby secured (including future advances) as the same shall become due and payable and shall in all things do and perform

all acts and agreement by them herein agreed to be done according to the tenor and effect hereof, then and in that event only

this conveyance shall be and become null and void; but should default be made in the payment of any indebtedness hereby

secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or

should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions

of this mortgage or should the interest of said Mortgagee in said property become endangered by reason of the enforcement

of any lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of

the mortgaged property be filed by any authority having power of eminent domain, by them herein agreed to be done according

to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should

default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof

or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended

by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee

in said property become endangered by reason of the enforcement of any lien or encumbrance thereon so as to endanger the

debt(s) hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority having

power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a

specific tax upon this mortgage or the debt(s) hereby secured or permitting or authorizing the deduction of any such tax from

the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged premises

shall be charged against the owner of this mortgage or should at any time any of the stipulations contained in this mortgage

be declared invalid or inoperative by any court of competent jurisdiction or should the Mortgagors fail to do and perform any

other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured,

or any portion or part of same which may not at said date have been paid, with interest thereon, shall at once become due and

payable and this mortgage subject to foreclosure at the option of the Mortgagee, notice of the exercise of such option being

hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby

conveyed and after or without taking such possession to sell the same before the Court House door of the County (or the

division thereof) where said property, or a substantial part of said property, is located, at public outcry for cash, after first

giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale

in some newspaper published in said County, and upon the payment of the purchase money the Mortgagee or auctioneer is

authorized to execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold.

The Mortgagee shall apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a

reasonable attorney's fee not exceeding 15 percent of the unpaid debt after default if the original amount financed exceeded

\$300; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying

insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the indebtedness hereby secured

and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be

collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to whomsoever then

appears of record to be the owner of Mortgagors' interest in said property. The Mortgagee may bid and become the purchaser

of the mortgaged property at any foreclosure sale hereunder. The Mortgagors hereby waive any requirement that the mort-

gaged property be sold in separate tracts and agree that Mortgagee may, at its option, sell said property en masse regardless

# THE STATE OF ALABAMA,

# INDIVIDUAL ACKNOWLEDGMENT

JEFFERSON	COUNTY										
I, the unders	si <b>gned, a N</b> otary Public	in and for said Co	ounty, in sai	i State, h	ereby c	ertify tl	nat <u>J</u>	ohnny	E. O	wens_	<u></u>
whose namei	signed to	the foregoing conv	veyance and	who	is	_know:	n to me,	acknowl	ledged b	efore me	on this da
	d of the contents of the				cuted t	he same	e volunta	rily on t	the day t	the same	bears dat
Given unde	my sand and official s	seal this <u>lst</u>	.day of			Marc	<del>}</del>		<del>-, -,</del>	<del></del>	. , 19_82
	(Notarial Seal)					Ź	xua	<u>/(</u>		intr	· · · · · · · · · · · · · · · · · · ·
		·	<u></u>	My Co	enniss ealmme	on Exp	ires Febr	tiary 11	1905	Notary	Public
THE STATE OF A	LABAMA,						IND	IVIDITA	it. ACKI	NOWLE	DGMEN
JEFFERSON	COUNTY						II (IZ	, v i D O	W,AQA		D G IVI DI V
I, the under	si <b>gned, a</b> Notary Public	in and for said Co	ounty, in sai	i State, h	ereby c	ertify ti	natM	mie (	C. Owe	ens	
§	·		r							,	
_	is signed to t	the foregoing conv	eyance and	who	is	_know	n to me,	acknowl	edged b	efore me	on this da
that, being informe	d of the contents of the	conveyance,	has	exe	cuted t	he same	volunta	rily on t	the day t	the same	bears dat
Given linde	my hand and official s	seal, this <u>lst</u> d	ay of		М	arch	θ				, 19 82
cu .	(Notarial Scal)	STATE OF ALA. SHE	elen Cu. Thus				må			it	
	The state of the s	· 清· 茶村 W	AS FILE	1	Ay Com	entestor	Expires	Februs	ry 11, IG	Notary	Public
THE STATE OF	LABAMA.	1982 MAR 25	AH 8: U4	mt	8.	57.35 7550	•			· •	
7 14.74	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	~ a. s	Paradeni S	Ju	0. 7	00	COR	PORAT	TE ACK	NOWLE	DGMEN
<del></del>	COUNTY	982 MAR 25 JUDGE CF PR	CTAEDI	•	93	85					
I, the undersig	ned, a Notary Public in	and for said Coun	ity, in said S	tate, here	by certi	fy that.	. =				
	· ·				W	hose n	ame as .		<u>_</u>		_ Preside:
	and who is known to							-		_	
<b>-</b> -	s such officer and with		-		_		_				
Given unde	r my hand and official	seal, this		_day of							. , 19
	•					<u> </u>					
	(Notarial Seal)	•								Notary	Public
	· · · · · · · · · · · · · · · · · · ·			<del></del>		· · · · · · · · · · · · · · · · · · ·		<del></del>			<del>:</del>
		•			was		9 Goord in	, at page		ate.	
					386		19	.s, at ]		f Probat	
				<u>શ</u> ં	mortga		I, mand duly n	of Mortgages,		Judge of 1	
3		EE		roba				ſMoï	ij	i i	
PLEASE RETURN TO		ľA' AG	AMA,	c of P	¥,	the	>		and examined.		
10 TO		ES	YMA,	Judg	th	ord o	ج ا		nad e		
EAS			AB/	fthe	thai	r rec	130120		Ĩ		
II.		REAL ESTATI MORTGAGE	F AI	Office of the Judge of Probate.	ertify	ise fo					
	]	~~	HE STATE OF ALABAMA,	Ö	hereby certify that the within	ed in this office for record on the			:		
		-	STA		here	in th	iy of —	olume			
	•		꾸	I	₩.	2	>.	1 - 7	<b>,</b>		