

(Name) Phillip J. Sarris, Attorney at Law

(Address) 1920 Mayfair Drive, Birmingham, Alabama 35209

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas,  
and wife, Louise Gerontakis,

Pete Gerontakis/and James T. Johnson & Co., an Alabama  
general partnership

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to the trust/under the will as set  
out in the Last Will and Testament of Richard Earnest Whaley on file in the Probate Office  
of Shelby County, Alabama,

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Four hundred twenty-five thousand and no/100-----Dollars  
(\$ 425,000.00 ), evidenced by one real estate mortgage note

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

and wife, Louise Gerontakis,  
NOW THEREFORE, in consideration of the premises, said Mortgagors, Pete Gerontakis/and James T. Johnson  
& Co., an Alabama general partnership

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:

Lots 34, 35, 36, and 37 according to the Original Plan of the Town of Montevallo, Alabama;  
being situated in Montevallo, Shelby County, Alabama, said lots being bounded by Middle  
Street, Island Street, Vine Street and Main Street.

SUBJECT TO:

1. Taxes for the year 1982 which are a lien, but not due and payable until October 1, 1982.  
Parcel I.D. No. : 58-27-5-21-3-305-26.
2. Easement to Town of Montevallo as shown by instrument recorded in Deed Book 147, Page 144  
(across NW 148 feet of Lots 35, 36, and 37) in Probate Office.
3. Permit to Alabama Power Company as shown by instrument recorded in Deed Book 208, Page 609,  
in Probate Office.
4. Right-of-way granted to Town of Montevallo by instrument recorded in Deed Book 147, Page 146,  
in Probate Office.
5. Permit to Alabama Power Company as shown by instrument recorded in Deed Book 228, Page 811,  
in Probate Office.
6. Subject to easements and right-of-ways for public utilities which service said property.

This is a purchase money mortgage given to secure the unpaid purchase price for the purchase  
of the above described property.

Louise Gerontakis joins in the execution of this mortgage merely to give up dower or other  
marital rights and is not obligated in any form or fashion on the note or mortgage or any  
other document pertaining to this transaction.

SEE ATTACHED SHEETS MADE A PART HEREOF BY REFERENCE AND ADOPTION

PETE GERONTAKIS MENTIONED HEREIN AND PETE G. GERONTAKIS ARE ONE AND THE SAME PERSON.

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

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To 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, 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 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 Pete Gerontakis and wife, Louise Gerontakis, and James T. Johnson & Co., an Alabama have hereunto set OUR signature and seal, this 7th day of April, 1982

Louise Gerontakis  
Louise Gerontakis

Pete Gerontakis  
Pete Gerontakis (SEAL)

JAMES T. JOHNSON & CO. (SEAL)

BY: C. Austin Johnson (SEAL)

C. AUSTIN JOHNSON, A general partner (SEAL)

THE STATE of ALABAMA  
JEFFERSON COUNTY

I, Phillips J. Sarris, a Notary Public in and for said County, in said State, hereby certify that Pete Gerontakis and wife, Louise Gerontakis

whose name s assigned to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of April, 1982

THE STATE of ALABAMA  
JEFFERSON COUNTY

I, Phillips J. Sarris, a Notary Public in and for said County, in said State, hereby certify that C. Austin Johnson, a general partner of James T. Johnson & Co., an Alabama general partnership whose name as a general partner of James T. Johnson & Co. an Alabama general partnership/ 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 partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal, this the 7th day of April, 1982

Also executed by James T. Johnson, Jr. and James T. Johnson, III, the other two partners, on this date and acknowledged before me,

Phillips J. Sarris, Notary Public  
Alabama State at Large  
My Commission Expires June 18, 1984

NOTARY PUBLIC

Phillips J. Sarris, Notary Public  
Alabama State at Large  
My Commission Expires June 18, 1984

MORTGAGE DEED

This form furnished by

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

ATTORNEY AT LAW  
1920 MAYFAIR DRIVE  
Return to: BIRMINGHAM, ALA. 35208

Pete G. Gerontakis and wife,  
Louise Gerontakis and  
James T. Johnson & Co., an  
Alabama general partnership  
TO  
Richard Earnest Whaley Trust

ADDITIONAL TERMS FOR MORTGAGE FROM PETE GERONTAKIS AND JAMES T. JOHNSON & CO.  
AN ALABAMA GENERAL PARTNERSHIP TO TRUSTEES UNDER THE WILL OF  
RICHARD EARNEST WHALEY WHICH WILL IS ON FILE IN  
THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

1. Principal balance owing at end of 15 years from date of note shall be due and payable in one lump-sum at the end of said 15-year period. The note associated with this mortgage and this mortgage shall be payable in whole or in part without penalty.

2. This mortgage and the note associated therewith, in the event of a future sale of the property in question, shall be fully assumable by a future purchaser and shall contain no escalation or due-on-sale type clause provided that the mortgagee shall have the right to approve a future purchaser of the property based on a credit report. Approval will not be unreasonably withheld.

3. Mortgagor agrees that he shall keep the buildings, grounds and all property herein contracted for in a good and reasonable state of repair, condition and appearance. A breach by the mortgagor of his obligations concerning up-keep of the real estate in question shall be considered a breach of this mortgage and give the mortgage holder the right of foreclosure or any other right that he might have as concerns a breach of any covenant or agreement of this mortgage.

4. Mortgagor shall at all times in a company acceptable to mortgagee, keep the premises fully insured in a sum not less than \$425,000.00 with a loss payable clause in favor of mortgagee until this mortgage and the note associated therewith are satisfied. Mortgagee shall be provided notice of such insurance being in effect.

5. It is distinctly understood between mortgagor and mortgagee that mortgagor and/or assigns or any future purchaser of this property in question shall not be individually or personally liable for any portion of the outstanding indebtedness or any expenses incident to the collection thereof, it being expressly agreed that the real estate and improvements described in this mortgage securing the note in question shall be the sole security for any indebtedness.

6. With the exception of monthly moneys due under the monthly installments of principal and interest as provided in the note, upon mortgagor's breach of any covenant or agreement whatsoever in this mortgage, mortgagee, prior to acceleration

*Pete A. Gerontakis*  
*Louise Gerontakis*

*James T. Johnson*  
*Robert P. Johnson*  
*Carl Johnson*

and/or foreclosure, shall mail to mortgagor by certified mail or registered mail at Suite 313, 813 Shades Creek Parkway, Birmingham, Alabama 35209, or at such other address as mortgagor or his transferee or assignee may later provide to mortgagee in writing, specifying:

1. The breach;
2. The action required to cure such breach;
3. A date, not less than twenty (20) days from the date the notice is deposited by the mortgagee in the U.S. Mail, postage prepaid by which time such breach must be cured;
4. That failure to cure such breach on or before the date specified in the notice may result in acceleration of the sum secured by this mortgage and/or foreclosure of the property. If the breach is not cured on or before the date specified in the notice, which shall not be less than twenty (20) days from the date that the notice is deposited by mortgagee/mortgagee, at mortgagee's option, may declare all of the sum secured by this mortgage to be immediately due and payable without further demand and/or may foreclose this mortgage without further demand.

*Pete & Gerontakis*  
*Lamie Gerontakis*

*James H. Hume*  
*James H. Hume*  
*Ant John*

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

1982 APR -9 PM 12: 17

*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE

Mtg.	637.50
Ruc.	6.00
Ind.	1.00
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	644.50