Gwen Morris - Central Bank of the South 1/

THIS INSTRUMENT WAS PREPARED BY: (Name)  $\perp$ (Address) P. O. Box 10566 Birmingham, Alabama 35296 STATE OF ALABAMA

Real Estate Accommodation Mortgage

COUNTY OF Shelby KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Hoover Sanitation Service, Inc.

(hereinafter "Borrowers", whether one or more) are, contemporaneously with the execution hereof, becoming ndepted to Central Bank of the South (hereinafter "Bank"), on a loan in the sum of Seventy Nine Thousand Eight Hundred and No/100---- Dollars (\$ 79,800.00) indebted to Central Bank of principal. as evidenced by a promissory note dated \_\_\_\_\_\_, payable to Bank with interest thereon, on demand or as otherwise provided therein (hereinafter "Note"); and

WHILEAS, said Borrowers may hereafter become indebted to Bank or a subsequent holder of this Accommodation Mertgage on loans or otherwise (said Bank and any subsequent holder of this Accommodation Mortgage being referred to herein as "Mortgagee"); and

WHEREAS, in order to induce Mortgagee to make the above loan or loans to Borrowers, the undersigned Robert Dale White and wife, Kathy White

(hereinafter "Mortgagors", whether one or more) agree to make this Accommodation Mortgage to secure said principal amount with interest, and all renewals, extensions or modifications thereof, and any and all other additional indebtedness of said Borrowers to said Mortgagee, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and whether incurred or given as

maker, endorser, guarantor or otherwise, all of which are hereinafter referred to as "Other Indebtedness".

NOW THEREFORE, the undersigned Mortgagors and all others executing this Accommodation Mortgage, in consideration of Mortgagee making the loan or loans above mentioned, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals or modifications of same, and any and all Other Indebtedness of Borrowers to Mortgagee as set forth above and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note, and as may be set forth in instruments evidencing or securing Other Indebtedness of Borrowers to Mortgagee, and further to secure any and all charges incurred by Mortgagee on account of Mortgagors, including but not limited to attorney's fees, have bargained and sold and do hereby grant, bargain, sell and convey unto said Mortgagee, its successors and assigns, that certain real property situated in the County of Shelby, State of Alabama (hereinafter "Property"), described on Exhibit A attached hereto, or described as follows, to wit:

SEE SCHEDULE "A" ATTACHED.

Together with all and singular the rights, privileges, tenements, hereditaments, improvements, fixtures and .... appurtenances thereunto belonging or in anywise appertaining, to have and to hold the above granted Property

unto the said Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Borrowers or Mortgagors shall & pay or cause to be paid to the Mortgagee the principal and interest payable in respect to the Note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Borrowers or Mortgagors, and shall pay all charges incurred by Mortgagee on account of Borrowers or Mortgagors, including but not limited to attorney's fees, and shall pay any and all Other Indebtedness of Borrowers to Mortgagee, and shall keep, perform and observe all and singular the covenants, conditions and agreements in the Note and in this Accommodation Mortgage, and in any other instruments evidencing or securing Other Indebtedness of Borrowers to Mortgagee, expressed to be kept, performed, and observed by or on the part of the Borrowers or Mortgagors, all without fraud or delay, then this Accommodation Mortgage, and all the properties, interest and rights hereby granted, bargained, sold and conveyed shall cease, determine and be void, but shall otherwise remain

in full force and effect. Upon the happening of a default in the payment of said Note, or of any installment thereof, principal or interest, when due, or upon the happening of a default in the payment of any Other Indebtedness, obligation or liability hereby secured, or any renewals, extensions or modifications thereof when due, or upon default in the performance of any of the covenants, conditions and agreements in the Note, or in this Accommodation Mortgage, or in any other instruments evidencing or securing the Note or Other Indebtedness of Borrowers to Mortgagee, or should the interest of said Mortgagee or assigns in said Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon or otherwise, so as to endanger the security hereby given, or should the Borrowers or Mortgagors, or any endorser, surety or guarantor of the Note or Other Indebtedness of Borrowers to Mortgagee, file or have filed against any one of them, a petition under any provision of any federal or state law pertaining to bankruptcy, insolvency, or any other law for relief of debtors, including but not limited to, proceedings for liquidation, adjustment of debts, reorganization, or any filing of any plan, composition or arrangement under any such law, or seek or acquiesce in a general assignment or any other arrangement for the benefit of creditors, Mortgagee may, at its option, declare all debts/ obligations and liabilities secured hereby to be immediately due and payable, and the Mortgagors hereby vest the Mortgagee with full power and authority to sell said Property at public auction at the front door of the courthouse of said county. Such sale may be in lots or parcels or en masse as Mortgagee's agents, auctioneer or assigns deam best, for cash, to the highest bidder, after first giving notice of the time, place and terms of such sale, together with a description of the Property to be sold, by publishing the same once a week for three (3) consecutive weeks in a newspaper published in said county and state. Mortgagee has full power and authority to make proper conveyance to the purchaser and to apply the proceeds of said sale: First, to the payment of the expenses of such sale, including advertising, selling and conveying, including reasonable attorney's and auctioneer's fees; second, to the payment of any and all debts, obligations and liabilities hereby secured, principal and interest, whether such debts, obligations or liabilities be then due or not, and any amount that may be due the Mortgagee by virtue of any of the special liens or agreements herein declared; and, lastly, the surplus, if any, to be paid over to the party or parties appearing of record to be the owner of the Property at the time of the sale after deducting any expense of ascertaining who is such owner, or to be paid as otherwise required by law. The said Mortgagee may, at any sale made under this Accommodation Mortgage, become the purchaser of said Property, or any part thereof or interest therein, like a stranger thereto, in which event the auctioneer making the sale shall make the deed in the name of the Mortgagors, and all recitals made in any deed executed under this Accommodation Mortgage shall be evidence of the facts

Mortgagee, its successors and assigns, that they are seized of an indefeasible estate in fee simple in and to said Property, that said Property is free from all liens and encumbrances except as set forth herein, and that they will forever warrant and defend the title thereto and the quiet use and enjoyment thereof unto the said Mortgagee, its

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therein recited. The Mortgagors, their heirs, successors, assigns, executors and administrators, hereby covenant with the

Successors or assigns, and unto the purchaser at any such sale, against the lawful claims of all persons whomsoever.

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, i	he Morigagors further ex	any huildings now or he	reafter erected on said Propert	ty in good repair, and insured agains	st fire and
unnd de	morrgagors snan keep	ks as Mortgagee may design	ate, by policies made payable	ty in good repair, and insured agains to the Mortgagee as its interest may ap y the Mortgagee, but Mortgagee shall n	ppear, and
deposit	ed with the Mortgagee.	Such policies shall be in a	n amount as may be required by	y the Mortgagee, but Mortgagee shall h	or require
insuran	ce exceeding the value of	of said buildings and other is	mprovements. Lon the Property in a reasonab	le state of repair and shall not commit	or permit
2. Writte ()	Morigagors shall keep of the Property, or remov	ve any fixtures.			: <b>:</b>
3	. Mortgagors shall pay	promptly all taxes, assessn	ents, liens and other charges v	which are now, or may become effect	ive against
şaid Pro	operty before the same	become delinquent, togeth	ter with all penalties, costs, and	which are now, or may become effect d other expenses incurred, or which m	,
in cong	rection therewith.	cassary to employ an atto	orney to collect the debt or at	ny of the debts hereby secured, or a	ny portion
the rent	or to foreclose this A	Accommodation Mortgage	by sale under the powers here	ny of the debts hereby secured, or as ein contained, or by an action at law nable attorney's fee.	w or other
judicial	or administrative proce	eding, then the said Mortga	gors shall pay and allow a reaso	nable attorney's tee. linate to the rights of the Mortgagee, hav prosecute or defend said litigation.	and in the
.5	Mortgagors shall mair	ntain possession of the Fr	eaid Property the Mortgagee II	nay prosecute or defend said litigation.	•
event o	of fitting action arising over the life that said Mortgagots	fail to perform any of the	duties herein specified, the Mor	tgagee may perform the same.	**** ****
7	7. The Mortgagee may a	idvance to said inortgagors	such inomes as may be necessar	- for materials furnished to said Prope	rtv.
.hercaft	er placed against said Pr	coperty, or to pay for any w	mon said Property, secured by	or for materials furnished to said Prope this Accommodation Mortgage, for	any sums
}	s, The Mortgagee shau	reases pureyant to the nec	visions of paragraphs 4 through	h 7 above, together with interest there	on, and all
1	uma uu uandad ar aduani	oed shall bear interest at ti	he rate set forth in the inoic of	at	nless other
wise ag	reed by Mortgagee and I	Mortgagor, and shall be im-	nediately due and payable.	and the prior written consent of the	Mortgagee.
3	. Mortgagors shall not	sell or otherwise transfer of	or dispose of the Property with	out the prior written consent of the	may, at its
Upon	any such sale, transfer	or alsposition of the Fio rations and liabilities secut	ed hereby to be immediately d	n consent of Mortgagee, Mortgagee is and payable.  Is Accommodation Mortgage, from til	
oprioa 10	). Mortgagee is authorize	zed, without notice or de	mand and without affecting th	is Accommodation Mortgage, from til ment of or otherwise change the te	me to time
to (a)	renew, compromise, e	xtend, accelerate or other	rwise change the time for pay	are or decrease of the rate of intere	st thereof;
Note	or any Other Indebted	iness of Borrowers, or an	y part thereof, including mere	of Borrowers, and exchange, enforce,	, waive and
	ab acceptable 511/6	l fel ammin tuen spelifist as	in tilleer file order or manner /	or sare minimum	retion may
detern	nine. Mortgagee may wit	hout notice assign this Acc	ommodation Mortgage in whole	e or in part. were: (h) proceed against or exhaust a	ny security
1	<ol> <li>Mortgagors waive any</li> </ol>	y right to require Mortgage	Mantagana's nower whatsoever	Mortgagors waive any defense arisin	g by reason
held to	rom Korrowers; or (c) p	fense of Borrowers or by t	eason of the cessation from an	y cause whatsoever of the liability of	Borrowers.
Until	the Note and all Other	Indebtedness of Borrowers	to Mortgagee shall have been	Landton have against Borrowers and	d waive any '
rogatio	on, and waive any right	to enforce any remedy w	nich Mortgagee now has or may	y hereafter have against Borrowers, and agee. Mortgagors waive all presentment	ts, demands
<b>be</b> nefi	it of, and any right to p	participate in any security	notices of protest, and notice	agee. Mortgagors waive all presentments of dishonor, and of the existence,	creation, or
tor pe	ing of new or additional 2. It is the intent hereof	al indebtedness.	4 44 4		meristence E
			Mortgage shall be and remain u	inaffected, (a) by the existence or no the Note of Other Indebtedness of Bo	orrowers; or
validit	ty or invalidity of any	pleage, assignment of con	veyance given as security for	or is to execute any other instrument.	or the Note
• <del>••••</del> (b) by	y any understanding or -	agreement that any other p	y part thereof; or (c) by resort	on the part of the Mortgagee to any of bankruptcy of any one or more of the gagee to file claim against the decease	her security !
2 0 101 0 101	nedy for the collection	of any indebtedness of Bo	rrowers; or (d) by the death or	bankruptcy of any one or more of the	Borrowers, / ***
th mo	re than one, and in case	e of any such death of ban	La familia amount of such de	cedent's or such hankrupt's liability to	Mortgagee. 🖘 🗀
📂 🍹 escute	or against such banktu	ipt's estate, as the case ma	y DE, for the attrount of agon we	1 3 6	ich en mader
Contract this h	Accommodation Mortga	ge whether or not action is	brought against Borrowers; an	vers, and Mortgagee may exercise its in the Mortgagors waive the benefit of an it thereof.	y statute of a
limita	tions or other defenses	affecting this Accommodat	ion Mortgage or the enforcemen	only the parties hereto, but also the	ir respective
<b>≥</b> <	14. The provisions of the	ors, successors, and assigns.	age shall indie to and bind not	omy the parties are a	
<u></u>	15. No delay or omissi	ion of the mortgagee or	of any holder of the react to	exercise any right, power or remedy	y under this default shall
Αςσο	mmodution Mortgage, th	he Note, or other instrume	int securing the Note or Other is	exercise any right, power or remedy Indebtedness of Borrowers, upon any er of any such default, or acquiescence ny other then existing default or shal	therein. No
exber mains	ust or impair any such t	nght, power of remedy of nder shall extend to or sh	all affect any subsequent or a	ny other then existing default or shall	ll impair any
right-	, powers or remedies co	nsequent thereon.	, , , , , , , , , , , , , , , , , , ,		o any other
		ind remedies of Mortgagee	herein shall be cumulative and	concurrent and share be at addition to	
	0, 1		harasttar evisting of 12W (); iii	equity of by statute, in the event tha	t any one or
right,	, power and remedy give	ven hereunder or now or	Mortgage of of the Note shall be	e invalid, illegal or unenforceable in any	respect, the
right, i more	, power and remedy give of the terms or provision	ons of this Accommodation	Mortgage or of the Note shall be	e invalid, illegal or unenforceable in any	respect, the
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## Schedule A

Part of the Southwest Quarter of the Northwest Quarter of Section 7, Township 20 South, Range 3 West, of Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows: Begin at the Northwest corner of Southwest Quarter of Northwest Quarter of said Section 7, thence in an Easterly direction along North boundary of said Quarter-Quarter Section 84.67 feet to the point of beginning of tract of land herein described; thence continuing in straight line along North boundary of said Quarter-Quarter section in Easterly direction 246.77 feet; thence turning an angle of 47 degrees 17 minutes to the right in a Southeasterly direction 344.50 feet to the point of intersection with the Northwest boundary of a county road right of way, said point being on the arc of a curve turning to the right in Southwesterly direction and having a radius of 5,183.79 feet, said arc being subtended by a central angle of 2 degrees 06 minutes and having a chord of 189.98 feet in length, thence turning an angle of 90 degrees 04 minutes to the right from last mentioned course having a length 344.50 feet; thence along said arc of said curve 190.00 feet; said curve being the Northwest boundary of said county road; thence turning an angle of 90 degrees 54 minutes to the right from last mentioned chord having a length of 189.98 feet in an northwesterly direction 511.67 feet to the point of beginning.

Situated in Shelby County, Alabama.

Robert Dale

1982 JUL 29 M 9: 30