[redacted] 401 [redacted]

This instru[redacted]as prepared by

(Name) Matt Scalici

(Address) 3410 Independence Drive, Birmingham, Ala.

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY SHELBY } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

CAROL MADONIA ANDREWS

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to FRANK MADONIA and MATT SCALICI, as Co-Trustees, of the Estate of Paul P. Madonia Deceased,

(hereinafter called "Mortgagee", whether one or more), in the sum of Thirty Thousand Four Hundred Fifty & 08/100 ------------------------------------ Dollars ($ 30,450.08), evidenced by One Promissory Note of even date herewith in a like amount and payable according to the terms and conditions as set forth in that certain agreement entitled "Madonia Trust Trustees-Beneficiary Agreement", dated September 27, 1982.

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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,

CAROL MADONIA ANDREWS, and husband RICHARD G. ANDREWS

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:

Begin at the Northwest corner of the SE1/4 of the NE1/4, Section 7, Township 21 South, Range 1 East; thence run East along the North line of said 1/4-1/4 Section a distance of 250.00 feet; thence turn an angle of 89 deg. 43 min. to the right and run a distance of 105.00 feet; then turn an angle of 89 deg. 43 min. to the left and run a distance of 210.00 feet; thence turn an angle of 90 deg. 17 min. to the left and run a distance of 105.00 feet to the North line of said 1/4-1/4 Section; thence turn an angle of 90 deg. 17 min. to the right and run along said North line a distance of 264.13 feet; thence turn an angle of 69 deg. 19 min. to the right and run a distance of 731.53 feet to the Northwest right of way of the Southern Railroad; thence turn an angle of 73 deg. 59 min. to the right and run along said railroad right of way a distance of 552.43 feet; thence turn an angle of 90 deg. 44 min. to the right and run a distance of 162.50 feet; thence turn an angle of 87 deg. 20 min. to the right and run a distance of 79.20 feet; thence turn an angle of 89 deg. 52 min. 50 sec. to the left and run a distance of 469.14 feet; thence turn an angle of 18 deg. 48 min. 10 sec. to the left and run a distance of 531.95 feet to the Southeast right of way of Ala. Hwy. No. 25; thence turn an angle of 109 deg. 53 min. to the right and run along said Hwy. right of way a distance of 295.00 feet to the point of beginning. Situated in the S1/2 of the NE1/4 of Section 7, Township 21 South, Range 1 East, Shelby County, Alabama, and containing 14.15 acres more or less.

This is a second mortgage and is subordinate to that certain first mortgage in favor of Fred S. Crownover and Mary Crownover.

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

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, 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

CAROL MADONIA ANDREWS and husband RICHARD G. ANDREWS

have hereunto set our signatures and seal, this 28th day of SEPTEMBER, 19 82.

Carol Madonia Andrews (SEAL)
Carol Madonia Andrews (SEAL)
Richard G. Andrews (SEAL)
Richard G. Andrews (SEAL)

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Mtg TAX 45.75
Rec 3.00
Ind 1.00
49.75

I CERTIFY THIS INSTRUMENT WAS FILED
1982 OCT 14 AM 8:45
JUDGE OF PROBATE

THE STATE of ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Carol Madonia Andrews and husband Richard G. Andrews whose names are signed 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 28th day of SEPTEMBER, 19 82.

Nicholas O. Bouler, Notary Public

MY COMMISSION EXPIRES MARCH 16, 1986

THE STATE of
COUNTY

I, , a Notary Public in and for said County, in said State, hereby certify that

whose name as of
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 day of , 19

...., Notary Public

Return to:
MATT Sellers, Attorney
3416 Independence Dr.
Bham, Ala. 35209
[redacted]

TO

MORTGAGE DEED

[redacted]

THIS FORM FROM
[redacted]ers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE — ABSTRACTS
Birmingham, Alabama