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## REAL ESTATE MORTGAGE

THE STATE OF ALABAMA

SHELBY County

This instrument was prepared by:

W. T. Keith/sms

SouthTrust Bank of Alabama,  
National Association  
P O Box 2554  
Birmingham, Al 35290

KNOW ALL MEN BY THESE PRESENTS: That whereas

BOSS LANDSCAPING &amp; CONTRACTING, INC., a corporation

has become justly indebted to SouthTrust Bank of Alabama, National Association, with offices in Birmingham, Alabama, (together with its successors and assigns, hereinafter called the "Mortgagee"), in the sum of Twenty Nine Thousand and No/100 ----- Dollars (\$ 29,000.00 ) together with interest thereon, as evidenced by a promissory note or notes of even date herewith,

payable to said Mortgagee in accordance with the terms and at the rate of interest as provided in said note

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 or hereafter owed by any of the above-named to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned

BOSS LANDSCAPING &amp; CONTRACTING, INC.

(whether one or more, hereinafter called the "Mortgagors") do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in Shelby County, State of Alabama, viz:

See description attached hereto as Exhibit "A" and made a part hereof.

THE PROCEEDS OF THIS LOAN HAVE BEEN APPLIED ON THE PURCHASE PRICE OF THE PROPERTY DESCRIBED HEREIN, CONVEYED TO MORTGAGORS SIMULTANEOUSLY HEREWITH.

\*( ) 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.

Jack A

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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 forfeiture 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 proceeding 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.

EXHIBIT "A"

Part of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Southwest corner of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 12, Township 20 South, Range 3 West, run in an Easterly direction along the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section for a distance of 627.74 feet; thence turn an angle to the left of 89 deg. 58' 40" and run in a Northerly direction for a distance of 130.10 feet; thence turn an angle to the right of 90 deg. 00' 25" and run in an Easterly direction for a distance of 318.04 feet, more or less, to a point on the Westerly right-of-way line of U.S. Highway #31; thence turn an angle to the left of 64 deg. 07' 50" and run in a Northeasterly direction along said right-of-way line for a distance of 169.26 feet, more or less, to a point on the Southeast corner of that certain tract of land as described in Deed Book 322, Page 272, in the Office of the Judge of Probate Shelby County, Alabama; thence turn an angle to the left of 90 deg. 00' 44" and run in a Northwesterly direction along the Southerly line of said tract of land as recorded in Deed Book 322, Page 272, for a distance of 210.66 feet to an existing iron pin being the most Westerly corner of said tract of land as recorded in Deed Book 322, Page 272, and being the point of beginning; thence turn an angle to the right of 34 deg. 16' 57" and run in a Northwesterly direction for a distance of 405.03 feet; thence turn an angle to the right of 85 deg. 31' 49" and run in a Northeasterly direction for a distance of 290.10 feet to a point on the Westerly right-of-way line of Chandalar Drive; thence turn an angle to the right of 113 deg. 11' 51" and run in a Southerly direction along said right-of-way line for a distance of 124.69 feet to a point of a curve to the left, said curve having a central angle of 33 deg. 15' 14" and a radius of 230.57 feet; thence run in a Southerly and Easterly direction along the arc of said curve and said right-of-way line for a distance of 133.82 feet, more or less, to an existing iron pin on the most Northerly corner of that certain tract of land as described in Deed Book 335, Page 531, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 40 deg. 55' 39" (as measured from the chord line) and run in a Southwesterly direction along the Westerly line of said tract as described in Deed Book 335, Page 531, for a distance of 181.41 feet to an existing iron pin being on the Southwest corner of that tract of land as described in Deed Book 335, Page 531, and the Northwest corner of that tract as described in Deed Book 322, Page 272; thence turn an angle to the right of 26 deg. 28' 18" and run in a Southwesterly direction along the Northwesterly line of said tract as described in Deed Book 322, Page 272 for a distance of 128.71 feet, more or less, to the point of beginning.

*m B 4/85*

12. If Mortgagors cease to occupy the mortgaged property as their principal residence, or if all or any part of the mortgaged property or any interest therein is sold, leased, transferred or encumbered by Mortgagors without Mortgagee's prior written consent, excluding only (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by devise, descent, or operation of law upon the death of a joint tenant, then in any such event Mortgagee may, at Mortgagee's option, declare all indebtedness secured by this mortgage to be immediately due and payable and this mortgage may be foreclosed as hereinafter provided. Mortgagee may condition its consent to such sale, lease, transfer or encumbrance on its approval of the credit of the person to whom the mortgaged property is sold, leased, transferred or encumbered and the renegotiation of the rate of interest payable thereafter on the debts secured by this mortgage.

Mortgagors Initial Here:

MB      HRB

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 mortgaged property be sold in separate tracts and agree that Mortgagee may, at its option, sell said property en masse regardless of the number of parcels hereby conveyed.

IN WITNESS WHEREOF, each of the undersigned

BOSS LANDSCAPING & CONTRACTING, INC., a corporation.

has hereunto set his or her signature and seal or has caused this instrument to be executed by its officer(s) thereunto duly authorized, this 24th day of January, 19 83.

\_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)

ATTEST:

BOSS LANDSCAPING & CONTRACTING, INC.

By Raymond Benson President  
James Mack Vice President

(Corporate Seal)

THE STATE OF ALABAMA,

INDIVIDUAL ACKNOWLEDGMENT

COUNTY

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

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

Given under my hand and official seal this day of , 19

(Notarial Seal)

Notary Public

THE STATE OF ALABAMA,

INDIVIDUAL ACKNOWLEDGMENT

COUNTY

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

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

Given under my hand and official seal, this day of , 19

(Notarial Seal)

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

1983 JAN 26 PM 3:29

Mtg Tax \$3.50  
9.00  
1.00  
\$3.50

Notary Public

THE STATE OF ALABAMA,

JEFFERSON COUNTY

Thomas A. Snowdon, Jr.  
JUDGE OF PROBATE

CORPORATE ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Haywood Raymond Boss, Jr.

and James Mack Gibbs whose name as President and VicePresident

of the Boss Landscaping & Contracting, Inc., 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 the 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 24 day of January, 19 83

(Notarial Seal)

Notary Public  
My Commission Expires February 9, 1986

PLEASE RETURN

TO

BTNB Mortgage Loan Dept.

P.O. BOX 2554

BIRMINGHAM, ALABAMA 35200

REAL ESTATE  
MORTGAGE

STATE OF ALABAMA,

COUNTY.

Office of the Judge of Probate.

I hereby certify that the within mortgage was

filed in this office for record on the

day of , 19

at o'clock M., and duly record in

Volume of Mortgage, at page

and examined.

Judge of Probate.