SSC 34922-9-79
S8C 34923-9-79

設

REAL ESTATE	MORTGAGE
-------------	----------

THE STATE OF ALABAMA

JEFFERSON County

	This instrument was prepared by:				
<u>/</u>	Joseph G.	Stewar	t, Esq.		
-	1600 Bank	for Sa	vings T		
<u> </u>	Birmingham	n, AL	35203		

Know All Men By These Presents: That whereas Nutritive Sweetners, Inc.

ha s become justly indebted to SouthTrust	Bank of Alabama,	National	Association	v, with offices
in Birmingham		Alabama, (to	gether with its :	successors and assigna.
inBirmingham hereinafter called the "Mortgagee"), in the sum of	Two Hundred Fif	ty Thousar	id and	
No/100			Dollars (\$250,000.00
together with interest thereon, as evidenced by a	promissory note or no	ites of even d	ate herewith,	

WHEREAS, C. Stuart Johnson is the principal stockholder and an officer and director of Nutritive Sweetners, Inc., has requested the Mortgagee to make said loan to Nutritive Sweetners, Inc., and desires to secure the obligations of Nutritive Sweetners, Inc. to Mortgagee;

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) or hereafter owed by any of the above-named to Mortgagee, whether such indebtedness is primary or secondary, direct indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliant with all the covenants and stipulations hereinafter contained, the undersigned C. Stuart Johnson and wife, Margaret Ann Johnson,

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

Estate No. 24, according to the Map and Survey of Wildwood Park, as recorded in Map Book 5, Page 78, in the Office of the Judge of Probate of Shelby County, Alabama.

This mortgage is subject to and junior in priority to each of the following mortgages:

- (a) Mortgage executed by Joseph V. Lovoy and Fannie V. Lovoy to Jefferson Federal Savings & Loan Association of Birmingham in the original amount of \$50,000 dated July 20, 1972, filed for record July 21, 1972, recorded in Mortgage Book 324, Page 158 in the office of the Judge of Probate of Shelby County, Alabama; and
- (b) Mortgage executed by C. Stuart Johnson and Margaret Ann Johnson to Birmingham Trust National Bank recorded in Mortgage Book 324, Page 158 in the office of the Judge of Probate of Shelby County, Alabama; and
- (c) Mortgage executed by C. Stuart Johnson and Margaret Ann Johnson to Archer Daniels Midland Company on the date of this mortgage and recorded in the office of the Judge of Probate of Shelby County, Alabama, on the same date as this mortgage is recorded.

A default under any of the aforesaid mortgages shall constitute a default under this mortgage.

oman Jaliagerre

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:

- I. 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 be 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 Mortgagers 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 foreseiture either as to past or present desaults 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 sailure 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.

UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge all the indebtedne here the cured (including future advances) as the same shall become due and payable and shall in all things de perfor all acts and agreement by them herein agreed to be done according to the tenor and effect hereof, then and in that event on this conveyance shall be and become null and void; ton should the shall be and become null and void; ton should the shall be and become null and void; ton should the shall be and become null and void; ton should the shall be and become null and void; ton should the shall be and become null and void; ton should the shall be and become null and void; ton should the shall be and become null and void; ton should the shall be and become null and void; ton should the shall be and become null and void; ton should the shall be and become null and void; ton should the shall be and the shall be and become null and void; ton should the shall be shall be and become null and void; ton should the shall be shall be and the shall be shall be shall be and the shall be shall хром рарка вон их нос положения при жобя былося ящеми миском былося в населения выбава доскум при населения в насе піх сін хиних рус нах віння він нех інневенной вайсі в вострук в находів укорови в настру в н ябону хіки яконконкожим хіменен хос кон жанамуж хіненісіноінемду хосносы, жи хімперісінок похімпері на жан у расх ни хиолидари с ноорогнуйи біей бу хонужнийногу й хуюрдюмкоги коножнийний хиниминийний река кори магельноский HICH Short Short Street Managard Managard Street St 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 expendby said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgag. in said property become endangered by reason of the enforcement of any lien or encumbrance thereon so as to endanger debt(s) hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority have a 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 free 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 secure ? or any portion or part of same which may not at said date have been paid, with interest thereon, shall at once become due at a 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 here. 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 said in some newspaper published in said County, and upon the payment of the purchase money the Mortgagee or auctioneer : 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 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 is collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to whomsoever the appears of record to be the owner of Mortgagors' interest in said property. The Mortgagee may bid and become the purchasa: of the mortgaged property at any foreclosure sale hereunder. The Mortgagors hereby waive any requirement that the more gaged property be sold in separate tracts and agree that Mortgagee may, at its option, sell said property en masse regardles of the number of parcels hereby conveyed. ∞

Margaret Ann Johnson, has hereunto se	et his hand and her signature and seal this 983.
	• • • • • • • • • • • • • • • • • • • •
ARABINARMINARMINARMINAMINAMINAMINAMINAMINAMINAMINAMINAMINA	
¬хххххёйххахххххххххххххххх рау усусция яким яким и и и и и и и и и и и и и и и и и и	CATHANIO CONTRACTOR TO THE
	C. Stuart Johnson Johnson STAN
	(SEAL)
•	(SEAL)
ATTEST:	· · · · · · · · · · · · · · · · · · ·
	Ву
(Corporate Seal)	Its
(pointe vent)	

*

IN WITNESS WHEREOF, each of the undersigned C. Stuart Johnson and wife,

ALL DID TO LEADE MANAGEMENT							
HE STATE OF ALABAMA,				4)	(DIVII	DUAL ACE	(NGWLEDGMEN
					<i>c</i> (Ztusst :	Johnson and
I, the undersigned, a Notary Public		anty, in said State	, hereby cert	ify that	<u></u>	ocuare (JOHNSON ALKA
Margaret Ann Johnson	. 1 		· · · · · · · · · · · · · · · · · · ·	· ·	 	<u> </u>	
hose sameS are signed to t	he foregoing conve	yance and who_	are k	nown to m	e, ackr	owledged	before me on this
at, being informed of the contents of the	-			same volu	ntarily	on the day	the same bears da:
Given under my hand and official s	eal this 28 c	lay of <i>[Y</i>	1ARCH		Q,	- 4 1	, 198
(Notarial Scal)			X¢	<u>seph</u>	<u> A</u>	Xe	Want Public
				-		······	Notary Public
HE STATE OF ALABAMA,				13	Mivi	NUAT ACT	KNOWLEDGMEN
COUNTY				LP:	(DIAII	JUAL ACI	MON SEDOMEN
I, the undersigned, a Notary Public	in and for said Co	unty, in said Stat	e, hereby cer	ify that	······································	···········	
-, -,,,			.,,				
	1		•			omladasi.	before me on this d
hose namesigned to t						_	
nat, being informed of the contents of the			executed the	same volu	intarily	on the day	
Given under my hand and official s	ieal, thisda	y of	ity try.	37500	, <u>-</u>		, 19
(Notarial Scal)	STATE OF ALA.	SHELBY CO.	Ric	600		· ·	Notary Public
. 	1. 1.	4414	——————————————————————————————————————	· (==			
HE STATE OF ALABAMA,	ings war 2	9 NH 10: 54	ت ح	وم حرور	-	PATE AC	KNOWLEDGMEN
COUNTY	1200 11111	, Sometime, &	5				
I, the undersigned, a Notary Public in	and for said Ooun	FROSATE ty, in said State, h	ereby certify	that			<u> </u>
		· · · · · · · · · · · · · · · · · · ·					Preside
f the					ac	corporation	, is signed to the for
oing conveyance, and who is known to eyance,he, as such officer and with	o me, acknowledg	ed before me or	n this day tl	at, being	inform	ted of the	contents of the co
			•				
Given under my hand and official	seal, this	day	r of		<u>-</u>	· · · · · · · · · · · · · · · · · · ·	, 19
							Notary Public
(Notarial Scal)					·		·
							<u> </u>
			Was		ord in	ವಿಕಿದ್ದ 1	robate
1 1 1			386	19	5	न ' ऽ	of P.
			÷p	-			1 11
	[-2]	ate.	mortgage	li	ոժ ժահյ	ortgag	Indge
Z.	VTE GE	ΓY. Probate.	thin		M., and duly record	of Mortgages	Judge
SETURN	STATE	A. OUNTY. dge of Probate.	thin	on the	M., and duly	exam	Judge
SE RETURN TO	ESTATE	BAMA, COUNTY. Ludge of Probate.	thin	cord on the		of Mortgag	Judge
PLEASE RETURN TO	L ESTAT	LABA of the	thin	for record on the	o'clock M., and duly	exam	Judge
PLEASE RETURN TO	REAL ESTATE MORTGAGE	OF A	certify that the within	office for record on the		exam	Judge
PLEASE RETURN TO	L ESTAT	TATE OF ALABAMA, COUNTY. Office of the Judge of Probate.	reby certify that the within	filed in this office for record on the day of		exam	Judge