

///S

REAL ESTATE MORTGAGE

STATE OF ALABAMA )

JEFFERSON COUNTY )

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, Nutritive Sweetners, Inc. has become obligated to Archer Daniels Midland Company (together with its successors and assigns, hereinafter called the "Mortgagee") as a result of the guarantee by said Mortgagee of an indebtedness owed by said Nutritive Sweetners, Inc. to SouthTrust Bank of Alabama, National Association, in the amount of \$250,000.00, together with interest thereon, as evidenced by a promissory note of even date herewith; and

WHEREAS, C. Stuart Johnson is the principal stockholder and an officer and director of Nutritive Sweetners, Inc., has requested Mortgagee to guarantee said indebtedness to said bank 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, and any renewals or extensions thereof and interest thereon; the obligations of Nutritive Sweetners, Inc. to Mortgagee under such guaranty; any advances hereafter made by Mortgagee for taxes, assessments, and insurance and to discharge encumbrances on the mortgaged premises, and the interest on such advances; and the compliance with all the covenants and stipulations hereinafter contained, the undersigned C. Stuart Johnson and wife, Margaret Ann Johnson, (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:

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.

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BOOK 429 PAGE 21

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.

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

BOOK 429 PAGE 22

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.

IN WITNESS WHEREOF, each of the undersigned C. Stuart Johnson and wife, Margaret Ann Johnson, has hereunto set his and her signature and seal this 28 day of MARCH, 1983.

**305K**

ANXW H H X W H H X O F X O L H X O F X B E X L H X O F X O L H X

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

*C. Stuart Johnson* (SEAL)  
C. Stuart Johnson  
*Margaret Ann Johnson* (SEAL)  
Margaret Ann Johnson  
(SEAL)

**ATTEST:**

By \_\_\_\_\_  
Its \_\_\_\_\_

(Corporate Seal)

THE STATE OF ALABAMA,  
JEFFERSON COUNTY

INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that C. Stuart Johnson  
and wife, Margaret Ann Johnson

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 28 day of MARCH, 1983

(Notarial Seal)

Joseph B. Stewart  
Notary Public

THE STATE OF ALABAMA,  
\_\_\_\_\_ COUNTY

INDIVIDUAL ACKNOWLEDGMENT

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,  
\_\_\_\_\_ COUNTY

CORPORATE ACKNOWLEDGMENT

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

\_\_\_\_\_ whose name as \_\_\_\_\_ President  
of the \_\_\_\_\_, a corporation, is signed to the fore-  
going conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the con-  
veyance, \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
(Notarial Seal) DOCUMENT WAS FILED

1983 MAR 29 AM 10:53

mtg tax - 37500  
Rec. 750  
Del. 100  
38350

\_\_\_\_\_  
Notary Public

PLEASE RETURN  
TO

REAL ESTATE  
MORTGAGE

THE 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 Mortgages, at page

\_\_\_\_\_, and examined.

\_\_\_\_\_  
Judge of Probate.

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE