

This instrument was prepared by

(Name) Phillip J. Sarris, Attorney at Law

(Address) 1920 Mayfair Drive, Birmingham, AL 35209



Jefferson Land Title Services Co., Inc.

318 71ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8520

BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Mississippi Valley Title Insurance Company

MORTGAGE— (NO TITLE INSURANCE OR TITLE OPINION BY CLOSING ATTORNEY PROVIDED)

STATE OF ALABAMA

JEFFERSON

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

David Jones and wife, Mary Lou Jones, and Joseph Anthony LaRussa and wife Sue Jones LaRussa

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Pete G. Gerontakis and Theo P. Hontzas

DJ MGH yld (hereinafter called "Mortgagee", whether one or more), in the sum of One Hundred Eighty-three Thousand Five Hundred Twelve and 05/100-----Dollars (\$183,512.05), evidenced by a promissory note

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, David Jones and wife, Mary Lou Jones and Joseph Anthony LaRussa and wife, Sue Jones LaRussa

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:

PARCEL I

Lots 3, 4, 5, and 6, in Block 2, according to Map of Cedar Grove Estates as recorded in Map Book 3, Page 53, in the Probate Office of Shelby County, Alabama. EXCEPTING right of way of 4-lane Birmingham-Montgomery Highway.

SUBJECT TO:

1. Taxes for the year 1984 and thereafter which are not due and payable until October 1, 1984. Parcel I.D. No. 58-13-7-35-1-001-03.
2. Restrictions, covenants and conditions as set out in instrument recorded in Deed Book 141, Page 192 and page 193, in Probate Office.
3. Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 103, Page 54; Deed Book 134, Page 25; Deed Book 138, Page 434; Deed Book 160, Page 64; Deed Book 170, Page 252; Deed Book 160, Page 412, and Deed Book 160, Page 63, and in Deed Book 176, Page 377, in Probate Office.
4. Rights of way as recorded in Deed Book 168, Page 480; Deed Book 168, Page 497; Deed Book 80, Page 44; Deed Book 102, Page 446; Deed Book 168, Page 495, and Deed Book 168, Page 473, in Probate Office.
5. Subject to assumption agreement between J. Harvey Hill; Sim-Lov, Inc., by its President Sam D. Simonetti; Sam D. Simonetti; and The First Bank of Alabaster dated July 13, 1982, and recorded in Misc. Book 47, Page 373, in the Probate Office,
6. Mortgage from Sim-Lov, Inc., to The First Bank of Alabaster dated June 10, 1978, in amount of \$150,000.00 and recorded in Mortgage Book 379, Page 189.
7. Mortgage executed by Pete G. Gerontakis and wife, Louise S. Gerontakis, and Nick G. Gerontakis and wife, Athanasia Nick Gerontakis to J. Harvey Hill dated October 29, 1982, and recorded in Mortgage Book 424, Page 584, in the Probate Office of Shelby County, Alabama.

SEE ATTACHED SHEET FOR CONTINUANCE:

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

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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 full 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, David Jones and wife, Mary Lou Jones, and Joseph Anthony LaRussa and wife, Sue Jones LaRussa

have hereunto set their signature s and seal, this 11th day of November, 19 83

David Jones (SEAL)
 David Jones
Mary Lou Jones (SEAL)
 Mary Lou Jones
Joseph Anthony LaRussa (SEAL)
 Joseph Anthony LaRussa
Sue Jones LaRussa (SEAL)
 Sue Jones LaRussa

THE STATE of ALABAMA
 JEFFERSON COUNTY

I, *Phillip J. Sarris* husband, a Notary Public in and for said County, in said State, hereby certify that David Jones, /of Mary Lou Jones, and Joseph Anthony LaRussa and wife, Sue Jones LaRussa

whose name s assigned 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 11th day of November, 19 83

Phillip J. Sarris Notary Public.

THE STATE of ALABAMA
 JEFFERSON COUNTY

I, Phillip J. Sarris, a Notary Public in and for said County, in said State, hereby certify that Mary Lou Jones, wife of David Jones,

PHILLIPS J. SARRIS, Notary Public
 Alabama State at Large
 My Commission Expires June 18, 1984

whose name ~~is~~ 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, she, ~~has~~ executed the same voluntarily on the 10th day of November, 1983.

Given under my hand and official seal, this the 10th day of November, 19 83
 PHILLIPS J. SARRIS, Notary Public
 Alabama State at Large
 My Commission Expires June 18, 1984

Phillip J. Sarris, Notary Public

PHILLIP J. SARRIS
 ATTORNEY AT LAW
 1920 MAYFAIR DRIVE
 BIRMINGHAM, ALA. 35209

David Jones and wife,
 Mary Lou Jones and
 Joseph Anthony LaRussa
 and wife, Sue Jones LaRussa

Pete G. Gerontakis and
 Theo P. Hontzas

MORTGAGE DEED



Recording Fee \$
 Deed Tax \$

This form furnished by
 Jefferson Land Title Services Co., Inc.
 216 21ST NORTH • P. O. BOX 10481 • PHONE (205) 328-8020
 BIRMINGHAM, ALABAMA 35201
 AGENTS FOR
 Mississippi Valley Title Insurance Company

BOOK 439 PAGE 239

MORTGAGE ATTACHMENT: Mortgage from David Jones and wife, Mary Lou Jones and Joseph Anthony LaRussa and wife, Sue Jones LaRussa to Pete G. Gerontakis and Theo P. Hontzas

This is the purchase money mortgage part of this transaction. As additional security for this indebtedness the following two Parcels are also included as a part of this transaction and mortgage.

PARCEL II

Lot 100, according to the Map and Survey of Edgewood Park as recorded in Map Book 7, Page 112, in the Probate Office of Jefferson County, Alabama.

SUBJECT TO:

1. Mineral and mining rights excepted.
2. Taxes for the year 1984, and thereafter.
3. Mortgage to Birmingham Federal Savings and Loan Association recorded in Real Volume 767, Page 240, in the Probate Office of Jefferson County, Alabama, which has an approximate balance of \$9,970.02.
4. Restrictions as recorded in Volume 1359, Page 10, in the Probate Office of Jefferson County, Alabama.
5. Title to all minerals within and underlying the premises as recorded in Volume 1359, Page 10, in the Probate Office of Jefferson County, Alabama.

This property is in the name of Joseph Anthony LaRussa and wife, Sue Jones LaRussa.

PARCEL III

Lot A, according to the Survey of Rives Additon to Lakeshore, as recorded in Map Book 67, Page 93, in the Probate Office of Jefferson County, Alabama.

SUBJECT TO:

1. Mineral and mining rights excepted.
2. Taxes for the year 1984, and thereafter.
3. Easement and building line as shown on recorded map.
4. Title to all minerals as recorded in Volume 1489, Page 225.
5. Right of way for Sanitary Sewer granted Jefferson County as recorded in Volume 1943, Page 560.
6. Right of way for public street or highway granted City of Homewood and recorded in Volume 2526, Page 88.
7. Right of way granted Alabama Power Company as recorded in Volume 2548, Page 517, and Volume 4664, Page 218.
9. Mortgage to Margaret A. Rives and Marie H. Rives recorded in Real Volume 683, Page 342, which has an approximate current balance of \$14,743.48. This property is in the name of David Jones and Mary Lou Jones.

STATE OF ALA. SHERIFF'S OFFICE
 I CERTIFY THIS MORTGAGE FILED
 Mt. Tax 275.40
 Rec 5.50
 Jud 1.00
 281.90
 1983 NOV 14 AM 11:59
Thomas A. [Signature]

in question

The principal balance owed at the end of two years from the date of this note/shall be due and payable in one lump-sum at the end of said two year period. This is a balloon type note. Said note is set up to be amortized over a period of twenty years. The note in question associated with this mortgage shall be payable in whole or in part without penalty prior to maturity. This note in question is dated November 11, 1983.

Title to this mortgage is held by Pete G. Gerontakis in the amount of an undivided two-thirds and by Theo P. Hontzas in the amount of an undivided one-third. The parties have executed this document together, however, it is to be taken separately as their ownership interest and rights might appear.

David Jones
Joseph Anthony LaRussa
Mary Lou Jones
Sue Jones LaRussa

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