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State of Alabama

Shelby County

MORTGAGE SECURING GUARANTY

This indenture is made and entered into this 13th day of January, 19 84 by and between Donald Ray Allinder and wife, Joan McCann Allinder

(hereinafter call the "Mortgagors" whether one or more), and NATIONAL BANK OF COMMERCE OF BIRMINGHAM, a national banking association (hereinafter called the "Mortgagee").

WHEREAS, Processor's Choice, Inc.

(hereinafter called the "Borrower") is or

shall be justly indebted to the Mortgagee in the principal sum of Sixty Thousand and no/100 dollars (\$ 60,000.00) as evidenced by that certain promissory note dated 1/13/84

19 84, which bears interest as provided therein, which is payable in accordance with its terms and which has a final maturity date of 7/11/84

WHEREAS, in order to induce the Mortgagee to extend credit to the Borrower, Processor's Choice, Inc.

(hereinafter called the

"Guarantor", whether one or more) has agreed to enter into and has entered into that certain Guaranty Agreement (hereinafter called the "Guaranty Agreement") dated 1/13/, 1984, wherein the Guarantor has unconditionally guaranteed the prompt payment in full of indebtedness, liabilities and obligations now existing or hereafter arising of the Borrower to the Mortgagee; provided, however, nothing herein contained or contained in the Guaranty Agreement shall be construed as a commitment on the part of the Mortgagee to make any further or additional loans or extensions of credit to the Borrower;

WHEREAS, the Mortgagors, in order to induce the Mortgagee to extend credit to the Borrower and accept the Guaranty Agreement, have jointly and severally agreed to execute and deliver this mortgage to secure the true and faithful performance of the Guarantor's agreements and obligations under the Guaranty Agreement.

NOW, THEREFORE, in consideration of the premises, and to secure the prompt payment and true and faithful performance of all of the Guarantor's liabilities and obligations under the Guaranty Agreement, including, without limitation, the prompt payment of all indebtedness, liabilities and obligations now or hereafter owed by the Borrower to the Mortgagee that are covered by the Guaranty Agreement, and any and all extensions and renewals thereof, or of any part thereof, and all interest payable thereon and on any and all such extensions and renewals (hereinafter all the Guarantor's liabilities and obligations under the Guaranty Agreement being collectively called the "Obligations") and the compliance with all the stipulations and conditions herein contained, the Mortgagors do hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in

Shelby County, Alabama (said real estate being hereinafter called "Real Estate"):

Lot 14, Block 4, according to the survey of Meadowlark, as recorded in Map Book 7, page 98 in the Probate Office of Shelby County, Alabama.

Natl Bank of Commerce

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or assessment upon the Real Estate shall be chargeable against the owner of this mortgage, or if any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction, or if the Guarantor or the Mortgagors, or any of them, shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of all or a substantial part of their assets; be adjudicated to a bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing the inability to pay their debts as they come due; make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against any of them in any bankruptcy, reorganization or insolvency proceeding, or an order, judgment or decree shall be entered by any court of competent jurisdiction approving a petition seeking reorganization of the Guarantor or either of the Mortgagors, or appointing a receiver, trustee or liquidator of the Guarantor or either of the Mortgagors, or of all or a substantial part of the assets of the Guarantor or either of the Mortgagors, and such order, judgment or decrees shall continue unstayed and in effect for any period of 30 consecutive days, and any such default shall not be cured or remedied within seven days following the date on which the Guarantor or Mortgagors, or any of them, shall receive notice thereof from Mortgagee; then upon the happening of any one or more of said events, at the option of the Mortgagee, this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages, and the Mortgagee shall be authorized to take possession of the Real Estate, and, after giving at least twenty-one days' notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a reasonable attorneys' fee; second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Obligations and any other sums secured by this mortgage; fourth, to a non-interest bearing reserve fund to be held by the Mortgagee as security for all Obligations that are not then due and payable; and, fifth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner. The Mortgagors agree that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagors agree to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Obligations, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction; provided, however, if this mortgage is governed by section 5-19-10, Code of Alabama 1975, attorneys' fees collectible from the Mortgagors (including reasonable attorneys' fees incurred in foreclosing this mortgage) shall be limited to 15% of the Obligations at the time of default and referral to an attorney not a salaried employee of the Mortgagee, and no attorneys' fees shall be collected unless the original principal balance or original amount financed exceeds \$300. The full amount of such costs incurred by the Mortgagee shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or its assigns, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagors, a good and sufficient deed to the Real Estate.

Plural or singular words used herein to designate the undersigned, shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of the Mortgagee's successors and assigns.

In witness whereof, the undersigned Mortgagor has (have) executed this instrument on the date first written above.

Donald Ray Allinder
Donald Ray Allinder

Joan McCann Allinder
Joan McCann Allinder

This instrument prepared by:

Name NATIONAL BANK OF COMMERCE

Address P.O. Box 10686

20 South 20th Street

Birmingham, Alabama 35202

ACKNOWLEDGEMENT FOR PARTNERSHIP

State of Alabama

County

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that

whose name(s) as (general) (limited) partner(s) of a (n) (general) (limited) partnership, and whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that being informed of the contents of said instrument, (he) (she) (they), as such partner(s), and with full authority executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this day of 19

AFFIX NOTARIAL SEAL

Notary Public

My commission expires:

ACKNOWLEDGMENT FOR INDIVIDUAL(S)

State of Alabama

Jefferson County

I, the undersigned authority, in and for said county in said state, hereby certify that

Donald Ray Allinder and wife, Joan McCann Allinder

whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (he)(she)(they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of January 1984

AFFIX NOTARIAL SEAL

Notary Public

My commission expires: MY COMMISSION EXPIRES MAY 8, 1987

ACKNOWLEDGMENT FOR CORPORATION

State of Alabama

County

I, the undersigned authority, in and for said county in said state, hereby certify that

whose name as of

a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument (he)(she), 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

AFFIX NOTARIAL SEAL

Notary Public

My commission expires:

RETURN TO: National Bank of Commerce of Birmingham, P.O. Box 10686, Birmingham, Alabama 35202
Attention: Loan Department

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My to 9000
Rec 600
Ind 100
9700
JAN 13 1984