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This instrument was prepared by

(Name) Dale Corley, Attorney

(Address) 2100 16th Avenue So., Birmingham, Al 35205

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Trimm Building Corporation, an Alabama Corporation, and Capital Resources Corporation,  
an Alabama Corporation

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

Barbara B. Johnson

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Two Hundred Forty Six Thousand Six Hundred Seventy Five and No/100 Dollars  
(\$246,675.00), evidenced by promissory note of even date herewith, said note more particularly  
describing the terms and conditions.

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,

Trimm Building Corporation, an Alabama Corporation, and Capital Resources Corporation,  
an Alabama Corporation

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:

A parcel of land located in the Southwest 1/4 of the Southeast 1/4  
of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama,  
more particularly described as follows: Commence at the Northwest cor-  
ner of said 1/4-1/4 Section, thence in an Easterly direction, along the  
North line of said 1/4-1/4 Section, a distance of 343.50 feet to the  
point of beginning; thence continue along last described course a  
distance of 345.60 feet to the Southwesterly right-of-way line of  
Shelby County Highway #275; thence 69 deg. 58 min. 33 sec. right, in  
a Southeasterly direction, along said right-of-way, a distance of  
702.66 feet; thence 110 deg. 07 min. right in a Westerly direction,  
a distance of 922.06 feet, to the West line of said 1/4-1/4 Section,  
thence 89 deg. 14 min. 33 sec. right, in a Northerly direction,  
along said West line, a distance of 281.19 feet, thence 90 deg.  
39 min. 54 sec. right, in an Easterly direction, a distance of  
400.59 feet, thence 99 deg. 14 min. 06 sec. left, in a North-  
westerly direction a distance of 382.50 feet to the point of  
beginning; being situated in Shelby County, Alabama.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations,  
if any, of record.

This is a purchase money mortgage.

Release Provisions: The mortgagee herein agrees that the mortgagor shall,  
at it's sole descretion, sub-divide the acreage into 9 parcels for re-sale,  
and that upon the sale to third parties, that the mortgagee shall release  
any lot, upon request by the mortgagor, upon the payment of the sum of  
\$27,500.00 for the first eight (8) and any sum due upon the final (9th) lot.

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

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 fair 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 William H. Trimm, President of Trimm Building Corporation, a corporation, and John W. Jamison, III, President of Capital Resources\* have hereunto set our signature and seal, this 13th day of August, 1984.

\*Corporation, a corporation

TRIMM BUILDING CORPORATION (SEAL)

BY: William H. Trimm (SEAL)  
its President

100 CAPITAL RESOURCES CORPORATION (SEAL)

BY: John W. Jamison III (SEAL)  
its President

1984 OCT -5 AM 10:39

THE STATE of Alabama }  
Shelby }  
COUNTY }

I, the undersigned  
hereby certify that  
Corporation, a corporation,

, a Notary Public in and for said County, in said State,  
As President of Capital Resources

whose name 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 on the day the same bears date, for and as the act of said corporation.

Given under my hand and official seal this

13th day of

August

19 84  
Notary Public.

THE STATE of Alabama

COUNTY }

I, the undersigned  
hereby certify that William H. Trimm

, a Notary Public in and for said County, in said State,

whose name as President

of Trimm Building Corporation

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 such 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 the

13th day of

August

19 84.

Notary Public

RETURN TO:

Corley, Moncus, Dymally & Co., Attorneys  
2100 South 15th Avenue  
Birmingham, Alabama 35205  
TRIMM BUILDING CORPORATION AND  
CAPITAL RESOURCES CORPORATION

TO

BARBARA B. JOHNSON

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA  
317 NORTH 20th STREET  
BIRMINGHAM, ALABAMA 35203