

344.10  
STATE OF ALABAMA )

COUNTY OF Shelby)

1048 MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THIS MORTGAGE, is made and entered into on this 8th day of October, 1984

by and between the undersigned, Cahaba Properties, <sup>MT</sup> an Alabama General Partnership

(hereinafter referred to as "Mortgagor," whether one or more) and First Bank of Alabaster, P.O. Box 246, Alabaster, Alabama, 35007

(hereinafter referred to as "Mortgagee"); to secure the payment of Two hundred twenty-five thousand three hundred forty-three & 50/100 Dollars (\$225,343.50) evidenced by a Promissory Note of even date herewith or plus all interest, recording fees, insurance, and other charges, if any, and due in accordance with the terms and conditions of said note.

NOW, THEREFORE, In consideration of the premises, the Mortgagor, 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:

All of Lot 2 according to Revision No. 3, dated February 3, 1977 to the survey of 2nd Amendment, Commercial Subdivision, Riverchase East, First Sector in Section 30, Township 19 South, Range 2 West, Shelby County, Alabama as designated on a map thereof, recorded in Map Book 6, Page 139 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to easements and restrictions of record.

Together with all and singular the rights, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining. The above described property is warranted free from all incumbrances and against adverse claims, as stated herein.

TO HAVE AND TO HOLD FOREVER, unto the said Mortgagee, Mortgagee's successors, heirs and assigns.

Upon request of Mortgagor, Mortgagee, at Mortgagee's option prior to release of this Mortgage, may make future advances to Mortgagor. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

In the event the ownership of the property described hereinabove in this Mortgage, or any interest therein, becomes vested in any person, firm, corporation or partnership (either general or limited), or other entity other than the Mortgagor herein, by operation of law or otherwise, without Mortgagor having first obtained the written consent and approval of Mortgagee or such change of ownership, then at the option of Mortgagee, such change in ownership of the property shall constitute a default under the terms and provisions of this Mortgage and the Promissory Note secured by the same, and the entire unpaid balance of principal, plus interest accrued, shall be accelerated, and shall become immediately due and payable without any notice to Mortgagor, and Mortgagee shall have all of the rights and remedies provided herein in the event of a default, including, without limitation, the right of foreclosure.

If the within Mortgage is a second Mortgage, then it is subordinate to that certain Mortgage as recorded in Vol. \_\_\_\_\_, at Page \_\_\_\_\_, in the office of the Judge of Probate of \_\_\_\_\_ County, Alabama; but this Mortgage is subordinate to said prior Mortgage only to the extent of the current balance now due on the debt secured by said prior Mortgage. The within Mortgage will not be subordinated to any advances secured by the above described prior Mortgage, if said advances are made after the date of the within Mortgage. Mortgagor hereby agrees not to increase the balance owed that is secured by said prior Mortgage. In the event the Mortgagor should fail to make any payments which become due on said prior Mortgage, or should default in any of the other terms, provisions and conditions of said prior Mortgage occur, then such default under the prior Mortgage shall constitute a default under the terms and provisions of the within Mortgage, and the Mortgagee herein may, at its option, declare the entire indebtedness due hereunder immediately due and payable and the within Mortgage subject to foreclosure. Failure to exercise this option shall not constitute a waiver of the right to exercise same in the event of any subsequent default. The Mortgagee herein may, at its option, make on behalf of Mortgagor any such payments which become due on said prior Mortgage, or incur any such expenses or obligations on behalf of Mortgagor, in connection with said prior Mortgage, in order to prevent the foreclosure of said prior Mortgage, and all such amounts so expended by Mortgagee on behalf of Mortgagor shall become a debt to Mortgagee, or its assigns additional to the debt hereby secured, and shall be covered by this Mortgage, and shall bear interest from date of payment by Mortgagee, or its assigns, at the same interest rate as the indebtedness secured hereby and shall entitle the Mortgagee to all of the rights and remedies provided herein, including at Mortgagee's option, the right to foreclose this Mortgage.

For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the real estate, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay off the same; and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the 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 Mortgagee as its interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if undersigned fails to keep property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at Mortgagee's option insure the real estate for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness, less cost of collecting same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the same interest rate as the indebtedness secured hereby from the date of payment by Mortgagee or assigns and be at once due and payable.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgagee or assigns for any amounts Mortgagee may have expended, then this conveyance to be null and void; but (1) should default be made in the payment of any sum expended by the Mortgagee or assigns, or (2) should the indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or (3) should the interest of Mortgagee or assigns in the real estate become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or (4) should the Mortgagor fail to keep the real estate in good repair or fail to comply with the provisions of any lease if this Mortgage is on a leasehold, or (5) should Mortgagor commit waste or permit impairment or deterioration of the real estate, or (6) should Mortgagor's interest in the real estate be materially affected in any manner including, but not limited to, eminent domain, insolvency, arrangement or proceeding involving a bankruptcy or decedent, then in any one of said events, the whole of the indebtedness hereby secured, at the option of Mortgagee or assigns, shall at once become due and payable, and this Mortgage be subject to foreclosure as now provided by law in case

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South Trust

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...veyed, and without first taking possession, after giving \_\_\_\_\_ days' notice, by publishing once a week \_\_\_\_\_ consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in the 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 the County (or the division thereof) where the real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including such attorney's fees as are allowed by law; 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 the other incumbrances, with interest thereon; Third, to the payment of the indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but not interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the Mortgagor. Undersigned further agrees that Mortgagee, agents or assigns may bid at said sale and purchase the real estate, if the highest bidder therefor. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

IN WITNESS WHEREOF, the undersigned Mortgagor has hereunto set his signature and seal on the day first above written.  
CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

CAHABA PROPERTIES, <sup>M</sup>an Alabama General  
Partnership <sup>mm</sup> (SEAL)

Martha Ferguson (SEAL)

THE STATE OF ALABAMA

\_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public in and for said County, In said State, hereby

certify that \_\_\_\_\_, whose name(s) is/are known to me acknowledged before me on this day that being informed of the contents of the conveyance that he (they) executed the same voluntarily on the day the same bears date.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

THE STATE OF ALABAMA

Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, In said State,

hereby certify that Martha Ferguson

whose name as Managing Partner of Cahaba Properties, <sup>M.F.M</sup>an Alabama General Partnership 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 8th day of October, 1984

Emmanuel D. Higginbotham Notary Public

My Commission Expires: 11/2/87

STATE OF ALABAMA, SHELBY CO.  
I CERTIFY THAT  
INSTRUMENT NO. \_\_\_\_\_ FILED

1984 OCT 17 AM 11:36

Thomas A. Ferguson, Jr.  
JUDGE OF THE COURT

Noty. 144 - 33810  
5.00  
1.00  
344.10

FIRST BANK of ALABASTER  
P. O. Box 246  
Alabaster, Alabama 35007