

MORTGAGE DEED

THE STATE OF ALABAMA

Shelby

County

This instrument was prepared by:

BIRMINGHAM TRUST NATIONAL BANK

P. O. Box 2534

Birmingham, Alabama 35290

KNOW ALL MEN BY THESE PRESENTS: That whereas

Jack L. Sheumake

has become justly indebted to SouthTrust Bank of Alabama, N. A., with offices
in Alabaster, Shelby County, Alabama, (hereinafter called the Mortgagee), in
the principal sum of Seventy-seven thousand nine hundred sixty-eight and 50/100-----

-----Dollars (\$77,968.50)

together with interest thereon, as evidenced by negotiable note of even date herewith,

Now, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewals or extensions of same and any other indebtedness (including future advances) now or hereafter owed by the above-named to Mortgagee and compliance with all the stipulations hereinafter contained, the undersigned

Jack L. Sheumake

(whether one or more, hereinafter called 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:

See Schedule Attached

In the event, mortgagor elects to sell one or both of the parcels of property described herein then mortgagee shall consent to release parcel I from this mortgage provided: (1) the appraised value of parcel II is in the opinion of the mortgagee of sufficient value to fully secure the remaining balance of the indebtedness and (2) mortgagor is current with respect to all payments due on the indebtedness secured by this mortgage.

Parcel I currently has a warehouse with approximately 6000 square feet and Parcel II currently has a warehouse with approximately 4000 square feet.

Courtney Mason

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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 (hereinafter designated as the mortgaged property) 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 indebtednesses the Mortgagors covenant and agree 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.
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, wind, and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies for 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 for its insurable value against loss by fire, wind, and other hazards for the benefit of the Mortgagee. 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 collecting same, or to be used in repairing or reconstructing the premises, as the Mortgagee may elect.
4. All amounts so expended by said Mortgagee for insurance or for the payment of taxes, assessments or any other prior liens shall become a debt due said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment by said Mortgagee; and upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and same may be foreclosed as hereinafter provided.
5. To take good care of the mortgaged property above described 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 default 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.

UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge all indebtedness hereby secured as the same shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged premises shall be charged against the owner of this mortgage or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same which may not at said date have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the Court House door of the County (or the division thereof) where said property is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold; the Mortgagee shall apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee not exceeding 15 percent of the unpaid debt after default; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to whomsoever then appears of record to be the owner of Mortgagors' interest in said property. The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder.

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IN WITNESS WHEREOF the undersigned

Jack L. Shewmake

has hereunto set his signature and seal this day of February 1

, 1985 .

Jack L. Shewmake (SEAL)
____ (SEAL)
____ (SEAL)
____ (SEAL)

THE STATE OF ALABAMA,

Shelby COUNTY

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

Jack L. Sheumake

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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of February, 19 85



Notary Public

THE STATE OF ALABAMA,

_____ COUNTY

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 _____

Notary Public

THE STATE OF ALABAMA,

_____ COUNTY

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

_____ whose name as _____ President of the _____, 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 the 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 _____ day of _____, 19 _____

Notary Public

PLEASE RETURN

TO

MININGHAM TRUST NATIONAL BANK

P. O. Box 2534

Birmingham, Alabama 35290

MORTGAGE DEED

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.

Parcel I:

A portion of the Southeast quarter of the Southwest quarter of Section 25, Township 20 South, Range 3 West, described as follows:

Begin at the Southeast corner of Lot 2 of Circle Hill Subdivision as recorded in Map Book 5, Page 112, in the Probate Judge's Office of Shelby County, Ala. (said Southeast corner of Lot 2 is also the Southeast corner of Lot 2A of a Resurvey of Circle Hill Subdivision, as recorded in the Probate Judge's Office of Shelby County, Ala.); from said point of beginning run Northeasterly along the East side of Lot 2 of said subdivision for 192.00 feet to a point on the Southwest right of way of Shelby County Road No. 68; then turn an angle of 90 degrees 00 minutes to the right and run Southeasterly along the said right of way for 35.80 feet to the point of beginning of a tangent curve concave southwesterly and having a radius of 349.73 feet; then continue Southeasterly along the said curved right of way through a central angle of 6 degrees 58 minutes 33 seconds for 42.54 feet; thence turn an angle from the chord of said curved segment of said right of way of 91 degrees 22 minutes 05 seconds to the right and run Southwesterly along the West side of a 50-foot wide access easement for 233.78 feet to a point on the North side of a water tank site owned by the City of Alabaster; then turn an angle of 90 degrees 00 minutes to the right and run Northwesterly along the North side of said tank site for 58.58 feet to a point on the East side of Lot 3A of Circle Hill Subdivision; then turn an angle of 85 degrees 08 minutes 38 seconds to the right and run Northeasterly along the East side of Lot 3A for 38.53 feet back to the point of beginning.

Situated in the Town of Alabaster, Shelby County, Alabama.
Minerals and mining rights excepted.

Parcel II:

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Part of the Southeast quarter of the Southwest quarter of Section 25, Township 20 South, Range 3 West, described as follows: From the Southwest corner of said quarter-quarter Section, run in an Easterly direction along the South line of said quarter-quarter Section for a distance of 77.98 feet; thence turn an angle to the left of 75 degrees 33 minutes 30 seconds and run in a Northeasterly direction along the East line of Lots 14, 15, 16, 17, and 18, in Block 3, Resurvey of George's Subdivision of Keystone, Sector 3, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 4, Page 33, for a distance of 460.0 feet; thence turn an angle to the right of 87 degrees 45 minutes 30 seconds and run in a Southeasterly direction for a distance of 280.40 feet; thence turn an angle to the left of 73 degrees 47 minutes and run in a Northeasterly direction for a distance of 190.03 feet; thence turn an angle to the right of 88 degrees 16 minutes 30 seconds and run in a Southeasterly direction 78.0 feet, to the point of beginning; thence turn an angle to the left of 28 degrees 37 minutes and run in an Easterly direction for a distance of 138.06 feet, more or less, to a point on the Northwest right-of-way line of Hickory Hill Drive; thence turn an angle to left and run Northerly along West right-of-way line of Hickory Hill Drive to its intersection with South right-of-way line of County Highway #68; thence Northwesterly along South right-of-way line of County Highway #68, to its intersection with East line of a 50 foot easement as condemned by Town of Alabaster in Probate Minutes 32, Page 655, in Probate Office, thence in a Southerly direction along the east line of said easement to the North line of Water Tank lot as condemned by Town of Alabaster in Probate Minutes 32, on Page 655, in Probate Office; thence Southeasterly along said Water Tank lot to its Northeast corner; thence Southwesterly along the East line of said Water Tank lot to the point of beginning.

Situated in Shelby County, Alabama.
Minerals and mining rights excepted.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT IS CORRECT

1985 FEB 15 AM 9:15

Judge of Probate

RECORDING FEES	
Mortgage Tax	\$ 117.00
Deed Tax	
Mineral Tax	
Recording Fee	12.50
Index Fee	1.00
TOTAL	\$ 130.50