MORTGAGE DEED	
THE STATE OF ALABAMA	This instrument was prepared by:
TILE STRIE OF FLIFTONIAN	BIRMINGHAM TRUST NATIONAL BANK
Shelby	P. O. Box 2554 . Birmingham, Alabama 35299
County	Diffinigonis, tumbulan vvv
Know All Men By These Presents: That whereas	
had become justly indebted to SouthTrust Bank of	
in <u>Alabaster</u> , <u>Shelby</u> C	County, Alabama, (hereinafter called the Mortgagee), in
the principal sum of FOUR HUNDRED THOUSAND AND NO	
Bea	Dollars (\$400,000.00
together with interest thereon, as evidenced by negotial	ble note_ of even date herewith,
COBCUILCE WILLIAM CONTRACTOR OF THE CONTRACTOR O	
Now, Therefore, in consideration of the premises	and in order to secure the payment of said indebtednes
and any renewals or extensions of same and any other is owed by the above-named to Mortgagee and complian	ndebtedness (including future advances) now or hereaftence with all the stipulations hereinafter contained, the
andersigned Valley Distributors, Inc. and Jame	s W. Adams and wife, B. Catherine Adams
<b>3</b>	•
do hereby grant, bargain, sell and convey unto the said N Shelby County, State of Alabama,	(whether one or more, hereinafter called Mortgagors Mortgagee the following described real estate situated in , viz:
•	
SEE ATTACHED EXHIBIT A	
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Courtney Dason

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 preceeding 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 existence or non-existence of the debt, or any part thereof, or of the lien on which such statement is based.

IN WITNESS WHEREOF the undersigned

any foreclosure sale hereunder.

have hereunto set their signature and seal this day of

February 19

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VALLEY DISTRIBUTORS, INC.	(SEAI
BY James W. Wand Pres.	(SEAI
JAMES W. ADAMS, PRESIDENT	(SEAI
Same W. adams " Pres.	(SEAI
JAMES W. ADAMS, INDIVIDUALLY	• -
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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 expende 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

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PARCEL I: Commence at the Northwest corner of the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama, and run in an Easterly direction along the North line of said 1/4-1/4 Section a distance of 470.20 feet to a point; thence turn a deflection angle of 140 deg. 16 min. 30 sec. tothe right and run in a Southwesterly direction a distance of 74.50 feet to a point; thence turn a deflectionangle of 71 deg. 40 min. 30 sec. to the left and run in a Southeasterly direction a distance of 188.64 feet to the point of beginning; thence turn a deflection angle of 99 deg. 30 min. 00 sec. to the left and run in a Northeasterly direction a distance of 101.72 feet to a point; thence turn an interior angle of 95 deg. 00 min. 00 sec. and run to the right in a Southeasterly direction a distance of 71.25 feet to a point on the Northwest right of way line of Street; thence turn an interior angle of 90 deg. 00 min. 00 sec. and run to the right in a Southwesterly direction along the Northwest right of way line of said Street a distance of 122.05 feet to a point; thence turn an interior angle of 75 deg. 30 min. 00 sec. and run to the right in a Northwesterly direction a distance of 82.76 feet to the point of Deginning:

PARCEL II:

A parcel of land located in the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, more particularly described as follows Commence at the Northwest corner of said 1/4-1/4 Section thence in an Easterly direction along the Northerly line of said 1/4-1/4 Section a distance of 897.44 feet; thence 89 deg. 19 min. 08 sec. right in a Southerly direction a distance of 82.27 feet to the point of beginning; thence continue along last described course a distance of 238.06 feet; thence 1 deg. 38 min. 39 sec. left in a Southerly direction a distance of 51.80 feet; thence 91 deg. 43 min. 56 sec. right in a Westerly direction a distance of 125.37 feet to a point on a curve, having a radius of 154.38 feet and a central angle of 20 deg.45 min. 26 sec. thence 90 degrees right a tangent to said curve, and in a northwesterly direction along the arc of said curve to the left a distance of 55.93 feet; thence in a Northwesterly direction along a line tangent to said curve, a distance of 59.29 feet to the beginning of a curve to the right having a radius of 25 feet and a central angle of 70 degrees 31 minutes 44 seconds; thence in a Northeasterly direction along arc of said curve a distance of 30.77 feet to the beginning of a curve to the left having a radius of 50 feet and a central angle of 72 deg. 05 min. 45 sec, thence in a Northerly direction along said curve to the left a distance of 62.92 feet; thence 76 deg. 58 min. 01 sec. right from tangent to said curve, in a Northeasterly direction a distance of 163.39 feet to the point of beginning; All being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

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