

MORTGAGE DEED

THE STATE OF ALABAMA

Shelby

County

This instrument was prepared by:

BIRMINGHAM TRUST NATIONAL BANK

P. O. Box 2554

Birmingham, Alabama 35299

KNOW ALL MEN BY THESE PRESENTS: That whereas Valley Distributors, Inc. and James W. Adams and wife, B. Catherine Adams

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 FOUR HUNDRED THOUSAND AND NO/100TH

Dollars (\$400,000.00)

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 Valley Distributors, Inc. and James W. Adams and wife, B. Catherine Adams

(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 ATTACHED EXHIBIT A

Courtney Mason

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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 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.

IN WITNESS WHEREOF the undersigned

have hereunto set their signature and seal this day of February 19, 1985.

VALLEY DISTRIBUTORS, INC. (SEAL)

BY James W. Adams Pres. (SEAL)
JAMES W. ADAMS, PRESIDENT (SEAL)

James W. Adams Pres. (SEAL)
JAMES W. ADAMS, INDIVIDUALLY (SEAL)

B. Catherine Adams (SEAL)
B. CATHERINE ADAMS, INDIVIDUALLY

THE STATE OF ALABAMA,

Shelby COUNTY

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

James W. Adams and wife, B. Catherine Adams

whose name are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day

that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of February, 1985

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,

Shelby COUNTY

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

James W. Adams

whose name as President

of the Valley Distributors, Inc., 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 19th day of February, 1985

Notary Public

PLEASE RETURN

TO

BIRMINGHAM TRUST NATIONAL BANK

P. O. Box 2554

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 Mortgage, at page

and examined.

Judge of Probate.

EXHIBIT A

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. to the right and run in a Southwesterly direction a distance of 74.50 feet to a point; thence turn a deflection angle 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 beginning;

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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STATE OF ALABAMA
COUNTY OF SHELBY

1985 FEB 25 AM 10:51

Portg. tax - 600⁰⁰
Rec 1250
Ind 100
61350