

This Instrument Prepared By:
 DANIEL M. SPITLER
 Attorney at Law
 108 Chandalar Drive
 Pelham, Alabama 35124

MORTGAGE

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY)

That, Whereas,

D & Z, INC.

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

DOUGLAS HULON, a married man

(hereinafter called "Mortgagee", whether one or more), in the sum of TWO HUNDRED ONE THOUSAND SIXTY-EIGHT AND 63/100 DOLLARS (\$201,068.63), evidenced by Promissory Note of even date herewith.

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, 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:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

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

TO 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 of said Mortgagee or assigns, additional to the debt hereby specifically 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 thereby secured.

IN WITNESS WHEREOF the undersigned have hereunto set his/her/their signature(s) and seal(s), this 19th day of August, 1986.

D & Z, INC.

By: Joe Hulon, President
Joe Hulon, President

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STATE OF ALABAMA)

BOOK SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joe Hulon whose name as President of D & Z, 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, on the day the same bears date.

Given under my hand and official seal this 19th day of August, 1986.

(NOTARIAL SEAL)

Don R. Seely
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land located in the South 1/2 of the Northeast 1/4 and the North 1/2 of the Southeast 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 14; thence in a Southerly direction, along the East line of said 1/4-1/4 Section, a distance of 794.94 feet to a point on the centerline of the Ashville-Montevallo Road; thence 13 degrees 12 minutes 00 seconds right, in a Southwesterly direction along said centerline, a distance of 588.83 feet; thence 85 degrees 05 minutes 00 seconds right, in a Northwesterly direction, a distance of 618.14 feet to the Point of Beginning; thence 75 degrees 45 minutes 30 seconds left, in a Southwesterly direction, a distance of 411.16 feet; thence 23 degrees 21 minutes 10 seconds left, in a Southeasterly direction, a distance of 64.87 feet; thence 59 degrees 10 minutes 10 seconds right, in a Southwesterly direction, a distance of 176.27 feet; thence 16 degrees 00 minutes 00 seconds right, in a Southwesterly direction, a distance of 100.0 feet; thence 7 degrees 20 minutes 00 seconds right, in a Southwesterly direction, a distance of 145.0 feet; thence 10 degrees 00 minutes 00 seconds right, in a Westerly direction, a distance of 24.84 feet to a point on the Northeast Right of Way Line of the Atlantic Coast Line Railroad, said point also being on a curve to the left, said curve having a radius of 2914.82 feet and a central angle of 9 degrees 52 minutes 10 seconds; thence 45 degrees 15 minutes 10 seconds right, to tangent of said curve; thence along arc of said curve, in a Northwesterly direction along said Right of Way Line, a distance of 502.09 feet to end of said curve; thence continue in a Northwesterly direction, along said Right of Way Line, a distance of 313.45 feet to a point on the Southeast Right of Way Line of Parker Drive, said point also being on a curve to the left, said curve having a radius of 130.62 feet and a central angle of 39 degrees 57 minutes 02 seconds; thence 83 degrees 25 minutes 32 seconds right, to tangent of said curve; thence along arc of said curve, in a Northeasterly direction, then Northwesterly direction, along said Right of Way Line, a distance of 91.08 feet to end of said curve and the beginning of a curve to the left, said curve having a radius of 1027.66 feet and a central angle of 14 degrees 00 minutes 00 seconds; thence along arc of said curve, in a Northwesterly, then Northeasterly direction, along said Right of Way Line, a distance of 251.10 feet to end of said curve; thence continue in a Northeasterly direction, along said Right of Way Line, a distance of 342.57 feet to the beginning of a curve to the right, said curve having a radius of 25.0 feet and a central angle of 90 degrees 00 minutes 00 seconds; thence along arc of said curve, in a Northeasterly, then Southeasterly direction, along said Right of Way Line, a distance of 39.27 feet to end of said curve, said point being on the Southwest Right of Way Line of Industrial Park Drive; thence continue in a Southeasterly direction, along said Right of Way Line, a distance of 117.60 feet to the beginning of a curve to the left, said curve having a radius of 549.63 feet and a central angle of 21 degrees 35 minutes 00 seconds; thence along arc of said curve, in a Southeasterly direction; then Northeasterly direction, along said Right of Way Line, a distance of 207.05 feet to end of said curve; thence continue in a Northeasterly direction, along said Right of Way Line, a distance of 300.0 feet to the beginning of a curve to the right, said curve having a radius of 333.66 feet and a central angle of 31 degrees 09 minutes 30 seconds; thence along arc of said curve, in a Northeasterly direction, then Southeasterly direction, along said Right of Way Line, a distance of 181.45 feet to end of said curve; thence continue in a Southeasterly direction, along said Right of Way Line, a distance of 300.0 feet to the beginning of a curve to the right, said curve having a radius of 609.31 feet and a central angle of 14 degrees 56 minutes 30 seconds; thence along arc of said curve, in a Southeasterly direction along said Right of Way Line, a distance of 158.90 feet to end of said curve; thence continue in a Southeasterly direction, along said Right of Way Line, a distance of 152.01 feet; thence 90 degrees 00 minutes 00 seconds right, in a Southwesterly direction, a distance of 55.08 feet to the beginning of a curve to the right, said curve having a radius of 261.0 feet and a central angle of 131 degrees 30 minutes 00 seconds; thence 69 degrees 43 minutes 00 seconds left, to tangent of said curve; thence along arc of said curve, in a Southeasterly direction, then Southwesterly direction, a distance of 507.92

feet to end of said curve and the beginning of a curve to the left, said curve having a radius of 146.34 feet and a central angle of 46 degrees 35 minutes 00 seconds; thence along arc of said curve, in a Southwesterly direction, a distance of 118.98 feet to the end of said curve and the Point of Beginning.

1. Deed Tax \$ _____
 2. Mtg. Tax 301.65
 3. Recording Fee 7.50
 4. Indexing Fee 1.00
 TOTAL 310.15

STATE OF ALA. SHELBY COUNTY
 I CERTIFY THIS
 INSTRUMENT WAS FILED

1986 SEP 17 PM 1:08

Thomas A. [Signature]
 JUDGE OF PEACE