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This instrument was prepared by

William R. Sylvester, Esq.

(Name) Berkowitz, Lefkovits, Isom & Kushner

1100 Financial Center

(Address) Birmingham, Alabama 35203

Form 1-1-82 Rev. 1-86

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Michael Richard Fogle and Joanne Fogle

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Custom Car Wash Associates, Ltd., an Alabama limited partnership, Michael E. Osborn and Edward L. Osborn

(hereinafter called "Mortgagee", whether one or more), in the sum of _____ Dollars

(\$ _____), evidenced by

pursuant to the terms of that certain Certificate and Agreement (the "Agreement") dated September 18, 1986 and recorded in Corporation Book 031, Pages 311, Shelby County, Alabama Probate Records.

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, joined by his wife, Joanne Fogle

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:

The East 1/2 of the SE 1/4 of Section 5, Township 21 South, Range 2 West, containing 79.15 acres more or less.

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Subject to: (1) Mortgage in favor of The Federal Land Bank of New Orleans, as recorded in Mortgage Book 413, Page 575, Shelby County, Alabama (the "Prior Mortgage"); (2) instruments recorded in Deed Book 7, Page 401, Deed Book 12, Page 188, Deed Book 18, Page 306 and Deed Book 333, Page 626 in said records; and (3) ad valorem taxes for the current tax year.

This Mortgage is given to secure Michael R. Fogle's obligations under the Agreement including, without limitation, under Paragraphs 5(d) and 16 thereof, as well as any loans or other obligations arising under Paragraph 6 thereof. The maximum principal amount secured hereunder shall not exceed the sum of \$100,000.00. Mortgagee agrees to release this mortgage at any time upon Mortgagor's payment to Custom Car Wash Associates, Ltd. of the sum of \$100,000.00.

This Mortgage is subject to the additional terms set forth on the attached Addendum.

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 to said Mortgagee or assigns, additional to the debt hereby specially 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 Mortgagee 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 hereby secured.

IN WITNESS WHEREOF the undersigned

have hereunto set signature and seal, this 18th day of September, 19 86.

Michael R. Fogle (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)

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THE STATE of _____ COUNTY }

I, _____, 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 _____ COUNTY }

I, _____, a Notary Public in and for said County, in said State,

hereby certify that

whose name as _____ of
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 _____ day of _____, 19 _____
Notary Public

William R. Sylvester, Esq.
Berkowitz, LeFkovits, Isom & Kusiner
1100 Financial Center
Birmingham, AL 35203

MICHAEL RICHARD FOGLE
TO
CUSTOM CAR WASH ASSOCIATES, LTD.,
MICHAEL E. OSBORN and EDWARD L.
OSBORN

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama

ADDENDUM TO MORTGAGE

THIS ADDENDUM is incorporated by reference into that certain Mortgage dated September 18, 1986 from Michael Richard Fogle and wife, Joanne Fogle, to Custom Car Wash Associates, Ltd., Michael E. Osborn and Edward L. Osborn.

1. Prior Mortgage: Mortgagor covenants and agrees to comply with all terms and provisions of the Prior Mortgage and the Note which it secures, and to immediately provide Mortgagee with true copies of any and all notices received with respect thereto. In the event that any default occurs or is claimed with respect to the Prior Mortgage, Mortgagee shall have the right to take such actions, and expend such funds, as may be reasonably required to cure any default under the Prior Mortgage or to maintain Mortgagee's security under this instrument, including, without limitation, payment in full or purchase of the Prior Mortgage and the Note which it secures. All such sums expended by Mortgagee, together with interest at the per annum rate of four percent (4%) in excess of the Prime Rate at AmSouth Bank, N.A. from time to time, shall be due upon demand and shall be secured by the lien of this Mortgage.

2. Satisfaction: Upon payment in full and in satisfaction of all obligations relating to the Construction Loan, as defined in the Agreement, and provided that Michael R. Fogle is not in default under the terms of the Agreement, the obligations secured by this Mortgage shall be deemed satisfied, and Mortgagee shall satisfy and discharge this instrument of record.

This the 18th day of September, 1986.

MORTGAGOR:

Michael Richard Fogle
MICHAEL RICHARD FOGLE
Joanne Fogle
JOANNE FOGLE

Michael Richard Fogle and Michael R. Fogle are one and the same person.

STATE OF ALABAMA)
Shelby COUNTY)

I, Sandra B. Sikes, a Notary Public in and for said County, in said State, hereby certify that Michael Richard Fogle and wife, Joanne Fogle, whose names 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 18th day of September, 1986.

Sandra B. Sikes
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
My Commission Expires: _____

1986 SEP 19 PM 4:08
SANDRA B. SIKES, Notary Public State at Large
My Commission Expires January 14, 1989



Thomas J. ...
JUDGE OF PROBATE

1. Doc. Tax \$ _____
2. Mtg. Tax 150.00
3. Recording Fee 7.50
4. Indexing Fee 1.00
TOTAL 158.50

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