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This instrument was prepared by
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Gordon, Silberman, Wiggins & Childs, P.C.
1500 Colonial Bank Building
Birmingham, Alabama 35203

STATE OF ALABAMA
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS: That

Whereas, Crossroads Auto Sales, Inc., (hereinafter called the "Mortgagor") is indebted to William G. Carrico and Victor Richard Scott, Co-Trustees of the Victor Scott Family Trust (hereinafter called the "Mortgagee") in the sum of One Hundred Two Thousand and no/100 Dollars (\$102,000.00), evidenced by Promissory Note of even date herewith, and

Whereas, Crossroads Auto Sales, Inc. has agreed that this Mortgage should be given to secure the prompt payment thereof.

NOW, THEREFORE, in consideration of the premises, said Mortgagor 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:

(a) All that tract or parcel or parcels of land particularly described in Exhibit A attached hereto and made a part hereof.

(b) All buildings, structures, improvements and fixtures of every nature whatsoever now or hereafter situated on the property described in Exhibit A, of every nature whatsoever now or hereafter owned by the Mortgagor and located in, on, or used or intended to be used in connection with or with the operation of said property, buildings, structures or improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

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TOGETHER WITH all easements, rights of way, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at laws, as well as in equity, of the Mortgagor of, in and to the same.

This is a Purchase Money Mortgage.

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 Mortgagor 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, the Mortgagor agrees to keep the improvements on said real estate insured against loss or damage

Gordon, Silberman

by fire, lightning and tornado for the amount of this Mortgage, 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 the Mortgagor fails to keep said property insured as above specified, or fails 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.

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Upon condition, however, that if the 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 is 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 encumbrance 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 encumbrances, 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.

If the Mortgagor shall fail to comply with any of the terms, provisions and conditions of that certain Note and Mortgage to Charlene H. Scott in the amount of \$68,000.00 executed simultaneously herewith and such failure shall result in a default thereunder, such failure shall automatically constitute a default under this Mortgage, which shall entitle the Mortgagee, at her option, to exercise any and all of the same rights and remedies given the Mortgagee in the event of a default in the payment of principal or interest under this mortgage.

This Mortgage is not assumable by a third party for any reason whatsoever without the written consent of the Mortgagee.

If at any time for any reason, without first obtaining the prior written consent of the Mortgagor, the mortgaged property or any portion thereof ceases to be owned by the Mortgagor, then the Mortgagor, at the sole option of the Mortgagee, shall immediately pay to the Mortgagee, upon demand, the entire principal balance of the Promissory Note secured hereby together with all accrued interest and late charges.

IN WITNESS WHEREOF, the undersigned Mortgagor has hereunto set its signature and seal, this 1 day of July, 1987.

MORTGAGOR:

CROSSROADS AUTO SALES, INC.

By James C. Middlebrooks, Jr.
Its President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James C. Middlebrooks, Jr., whose name as Executive Vice President of Crossroads Auto Sales, 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 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 1st day of July, 1987.

[Signature]
Notary Public

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EXHIBIT A

Lots 38, 39, the Northerly 45 feet of Lot 37 and the Southerly 25.0 feet of Lot 40, Block 1, of the Nickerson--Scott Survey, dated March, 1929, as recorded in Map Book 3, page 34, in the Judge of Probate Office, Shelby County, Alabama, described as follows: Commence at the Southwest corner of Lot 33 and go North 6 deg. 54 min. along the West boundary of Lots 33, 34, 35, 36, 37, 38, 39 and 40 for 205.00 feet to the point of beginning; thence continue along previous course for 170.0 feet; thence South 83 deg. 55 min. East for 125.17 feet to the westerly boundary of Highway No. 31; thence South 7 deg. 25 min. 10 sec. West along said Westerly boundary for 170.03 feet; thence North 83 deg. 55 min. West for 123.63 feet to the point of beginning; being situated in Shelby County, Alabama.

This conveyance is made subject to the following:

1. Taxes for the year 1987.
2. Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 47 page 379, Deed Book 48 page 617, Deed Book 185 page 133 and Deed Book 60 pages 66 and 337 in Probate Office.
3. Right-of-Way granted to Shelby County by instrument recorded in Deed Book 104 page 110 in Probate Office.
4. Easement to Alabaster Water and Gas Board as shown by instrument recorded in Deed Book 334 page 293 in Probate Office.
5. All Mineral and mining rights.
6. Subject to encroachment of sign as shown by survey dated June 22, 1987 by James A. Riggins.
7. All easements, restrictions and rights-of-way of record.

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

1987 JUL -6 PM 3:04

Thomas A. Sumner, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax		<u>153.00</u>
3. Recording Fee		<u>10.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>164.00</u>