

2322

This instrument was prepared by

(Name) WALLACE, ELLIS, HEAD & FOWLER

(Address) COLUMBIANA, ALABAMA 35051

Form 1-1-22 Rev. 1-66

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY of Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

The Condor Corporation, Inc., Jimmie J. Barnes and Charles K. Acker

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

Oak Mountain Properties, Inc.

(hereinafter called "Mortgagee", whether one or more), in the sum \_\_\_\_\_ Dollars

of One hundred twenty-five thousand and no/100 (\$ 125,000.00 ), evidenced by promissory note of this date in the amount of \$125,000.00 with interest thereon at the rate of 8% per annum, which sum of \$125,000.00 with interest thereon will be due on August 28, 1988.

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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,

The Condor Corporation, Inc., Jimmie J. Barnes and Charles K. Acker

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:

Property described on Exhibit "A" attached hereto and made part and parcel hereof as fully as if set out herein which said Exhibit "A" is signed by mortgagors herein for the purpose of identification.

The above described property constitutes no part of the homestead of mortgagor Jimmie J. Barnes or mortgagor Charles K. Acker.

Mortgagee agrees to release at mortgagors' request a tract of land not exceeding two acres for building construction purposes which tract shall be at mortgagors' choice of location, but shall be in a shape consistent with location of building and adjoining parking area, but such lot shall not block existing access to Oak Mountain Park Road over the strip reserved for such purposes in the area of the extreme Northern end of the 12.92 acre tract described hereinabove.

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 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 hereby secured.

IN WITNESS WHEREOF the undersigned The Condor Corporation, Inc., Jimmie J. Barnes, and Charles K. Acker

have hereunto set our signatures and seal, this 28th day of August

, 19 87.

THE CONDOR CORPORATION, INC.

By

*Jimmie J. Barnes*  
Jimmie J. Barnes  
*Charles K. Acker*  
Charles K. Acker

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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THE STATE of Alabama

Shelby

COUNTY

I,

the undersigned

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

hereby certify that Jimmie J. Barnes and Charles K. Acker

are

whose names / 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 28th day of August

, 1987

Notary Public.

*Dorothy Jackson*

THE STATE of Alabama

Shelby

COUNTY

I,

the undersigned

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

hereby certify that Jimmie J. Barnes

whose name as President Jimmie J. Barnes of The Condor Corporation, 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 28th day of August

, 19 87.

*Dorothy Jackson*

Notary Public

turn to:

TO

MORTGAGE DEED

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

Birmingham, Alabama

## Exhibit " "

## TRACT NO. 1-C

Commence at a 3" capped pipe found in place at the Northeast corner of the NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , Section 6, T-20s, R-2w, thence run Southerly along the East boundary line of said NW $\frac{1}{4}$  Section a distance of 349.08 feet to the point of beginning; thence continue along the same line a distance of 93.19 feet to an iron found in place on the Southeast right-of-way line of Oak Mountain Park Road; thence turn an angle of 53°06'23" right and run Southwesterly along said right-of-way line a distance of 832.00 feet to a point; thence turn an angle of 90°00'00" left and leaving said right-of-way line, run Southeasterly a distance of 610.76 feet to a point; thence turn an angle of 91°52'30" right and run a distance of 625.06 feet to a point; thence turn an angle of 156°45'26" left and run a distance of 342.03 feet to a point; thence turn an angle of 114°18'42" left and run a distance of 135.00 feet to a point; thence turn an angle of 91°04'08" right and run a distance of 60.01 feet to a point; thence turn an angle of 88°55'52" right and run a distance of 133.88 feet to a point; thence turn an angle of 105°05'29" left and run a distance of 985.67 feet to a point; thence turn an angle of 22°39'59" right and run a distance of 156.71 feet to a point; thence turn an angle of 60°03'15" left and run a distance of 270.00 feet to a point; thence turn an angle of 90°00'00" left and run a distance of 285.14 feet to a point; thence turn an angle of 88°34'00" right and run a distance of 235.68 feet to a point; thence run along a curve to the right (Concave Southeasterly and having a radius of 25.0 feet and a central angle of 70°38'34") for an arc distance of 30.82 feet to a point; thence turn an angle of 180°00'00" left from the tangent of said curve and run a distance of 17.72 feet to a point; thence turn an angle of 18°15'49" left and run a distance of 63.13 feet to the point of beginning. Said parcel of land is lying in the NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , the SE $\frac{1}{4}$  of NW $\frac{1}{4}$ , and the NW $\frac{1}{4}$  of NE $\frac{1}{4}$  all in Section 6, T-20s, R-2w and contains 12.92 acres. Situated in Shelby County, Alabama.

## TRACT NO. 1-D

Commence at a 3" capped pipe found in place at the Northeast corner of the NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , Section 6, T-20s, R-2w; thence run Southerly along the East boundary line of said NW $\frac{1}{4}$  Section a distance of 442.27 feet to an iron found in place on the Southeast right-of-way line of Oak Mountain Park Road; thence turn an angle of 53°06'23" right and run Southwesterly along said right-of-way line a distance of 832.0 feet to a point; thence turn an angle of 90°00'00" left and leaving said right-of-way line, run Southeasterly a distance of 610.76 feet to a point; thence turn an angle of 91°52'30" right and run a distance of 625.06 feet to the point of beginning; thence continue along the same line a distance of 636.57 feet to a point on the West boundary line of the SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of said Section 6; thence turn an angle of 55°04'07" left and run along said West boundary line a distance of 445.69 feet to the SW corner of said SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ; thence turn an angle of 88°00'01" left and run Easterly along the South boundary line of said SE $\frac{1}{4}$  of NW $\frac{1}{4}$  a distance of 380.75 feet to a point; thence turn an angle of 90°00'00" left and run Northerly a distance of 100.00 feet to a point; thence turn an angle of 90°00'00" right and run Easterly a distance of 100.00 feet to a point; thence turn an angle of 90°00'00" right and run Southerly a distance of 100.00 feet to a point on the South boundary line of said SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ; thence turn an angle of 90°00'00" left and run Easterly along said boundary line a distance of 851.25 feet to a point at the Southeast corner of said SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ; thence turn an angle of 91°54'45" left and run Northerly along the East boundary line of said SE $\frac{1}{4}$  of NW $\frac{1}{4}$  a distance of 622.17 feet to a point; thence turn an angle of 38°54'57" right and run Northeasterly a distance of 875.02 feet to a point on the South boundary line of the NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Section 6; thence turn an angle of 53°04'55" right and run Easterly along said South boundary line a distance of 784.16 feet to a point at the Southeast corner of the NW $\frac{1}{4}$  of NE $\frac{1}{4}$ ; thence turn an angle of 91°55'30" left and run Northerly along the East boundary line of said NW $\frac{1}{4}$  of NE $\frac{1}{4}$  a distance of 772.58 feet to a point; thence turn an angle of 88°38'22" left and run Westerly a distance of 438.62 feet to a point; thence turn an angle of 90°00'00" left and run Southerly a distance of 276.10 feet to a point; thence turn an angle of 90°00'00" right and run Westerly a distance of 276.10 feet to a point; thence turn an angle of 90°00'00" right and run Northerly a distance of 276.10 feet to a point; thence turn an angle of 90°00'00" left and run Westerly a distance of 284.85 feet to a point; thence turn an angle of 90°00'00" left and run a distance of 270.00 feet to a point; thence turn an angle of 60°03'15" right and run a distance of 156.71 feet to a point; thence turn an angle of 22°39'59" left and run a distance of 985.67 feet to a point; thence turn an angle of 105°05'29" right and run a distance of 133.88 feet to a point; thence turn an angle of 88°55'52" left and run a distance of 60.01 feet to a point; thence turn an angle of 91°04'08" right and run a distance of 135.00 feet to a point; thence turn an angle of 114°18'42" right and run a distance of 342.03 feet to the point of beginning. Said parcel of land is lying in the NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , SE $\frac{1}{4}$  of NW $\frac{1}{4}$ , SW $\frac{1}{4}$  of NE $\frac{1}{4}$  and NW $\frac{1}{4}$  of NE $\frac{1}{4}$  all in Section 6, T-20s, R-2w and contains 50.32 acres. Situated in Shelby County, Alabama.

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1987 AUG 28 PM 2:36

*James J. Barnes*  
JUDGE OF PROBATE

SIGNED FOR IDENTIFICATION BY MORTGAGORS:

THE CONDOR CORPORATION, INC.

By

*Jimmie J. Barnes*  
As Its President

Jimmie J. Barnes

*Charles K. Acker*  
Charles K. Acker

1. Deed Tax \$ 187.50  
2. Mtg. Tax 7.50  
3. Recording Fee 100  
4. Indexing Fee 100  
TOTAL 196.00