

This instrument was prepared by

(Name).....Thomas Crawford.....

(Address).....2305 Chester Road.....Birmingham, Alabama 35223.....

Form TICOR 6000 1-84

**MORTGAGE—TICOR TITLE INSURANCE**

**STATE OF ALABAMA**

**COUNTY JEFFERSON**

**KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

Aslam Khan and wife, Martha A. Khan

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

Thomas W. Crawford

and James Darden

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

of EIGHTEEN THOUSAND AND 00/00-----Dollars  
(\$ 18,000.00 ), evidenced by Real Estate Mortgage Note of even date

BOOK 153 PAGE 948

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, Aslam Khan and Martha A. Khan

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:

Lot G, Survey of Trail's End, Sector Two, as recorded in Map Book 11, Page 14, in the Office of the Judge of Probate of Shelby County, Alabama.

Mineral and mining rights excepted.

ALSO: Non exclusive easement over and across the following Exhibit "A" attached hereto and made a part hereof.

Note: This mortgage can be prepared in part of full without penalty.

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 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

have hereunto set

signature

and seal, this

19 day of July, 1987

Aslam Khan (SEAL)

Mrs. Marjorie Aslam Khan (SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA  
JEFFERSON COUNTY

I, Sarah Frances Clements

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

hereby certify that Aslam Khan and Martha A. Khan

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 26 day of September 1987

my Commission Expires: 9/2/91 Sarah Frances Clements Notary Public.

THE STATE of

COUNTY

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

I,

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.

MORTGAGE DEED

This form furnished by:  
**TICOR TITLE INSURANCE**  
316 21st Street North, Birmingham, AL 35203  
(205) 251-8484

# EXHIBIT "A"

## DESCRIPTIONS OF ROAD RIGHTS-OF-WAY FOR TRAIL'S END SUBDIVISION

From the NW corner of the SW 1/4 of the SW 1/4 of Section 9, Township 21 South, Range 1 East, Shelby County, Alabama, run S89°49.2'E along the 1/4-1/4 section line, 44.21 feet to the point of beginning; thence continue S89°49.2'E, 1276.05 feet to the NE corner of said 1/4-1/4 section; thence run N87°53'E, 53.4 feet; thence S68°41.1'E, 480.44 feet to a point of curvature; thence along a curve to the right with radius 206.60 feet, for an arc distance of 161.83 feet to a point of tangency; thence S23°48.2'E, 234.41 feet to a point of curvature; thence along a curve to the left with radius 71.24 feet, for an arc distance of 153.85 feet to a point of tangency; thence N32°27.5'E, 862.00 feet to a point of curvature; thence along a curve to the right with radius 438.09 feet, for an arc distance of 105.54 feet to a point of tangency; thence N46°15.6'E, 488.89 feet to the east end of said roadway; thence S14°02'E, 57.57 feet; thence S46°15.6'W, 460.36 feet to a point of curvature; thence along a curve to left with radius 388.09 feet, for an arc distance of 93.49 feet to a point of tangency; thence S32°27.5'W, 862.00 feet to a point of curvature; thence along a curve to the right with radius 121.24 feet, for an arc distance of 261.83 feet to a point of tangency; thence N23°48.2'W, 234.41 feet to a point of curvature; thence along a curve to the left with radius 156.60 feet, for an arc distance of 122.67 feet to a point of tangency; thence N68°41.1'W, 397.26 feet to a point of curvature; thence along a curve to the left with radius 214.42 feet, for an arc distance of 79.09 feet; thence N89°49.2'W, 1175.1 feet; thence S66°59'W, 125.80 feet to the east right-of-way of Shelby County Road No. 5; thence N0°14.3'W along said right-of-way, 110 feet to the point of beginning.

Also:

Begin at the SW corner of the NE 1/4 of the SW 1/4 of Section 9, Township 21 South, Range 1 East, Shelby County, Alabama; thence N87°53'E, 53.4 feet; thence N18°34'E, 131.73 feet to a point of curvature; thence along a curve to the right with radius 332.71 feet, for an arc distance of 92.41 feet to a point of tangency; thence N34°28.9'E, 184.68 feet to a point of curvature; thence along a curve to the right with radius 50.06 feet, for an arc distance of 78.59 feet to a point of tangency; thence S55°33.9'E, 403.18 feet to a point of curvature; thence along a curve to the right with radius 512.37 feet, for an arc distance of 95.07 feet to a point of tangency; thence S44°56'E, 427.87 feet; thence N32°27.5'E, 51.24 feet; thence N44°56'W, 416.68 feet to a point of curvature; thence along a curve to the left with radius 562.37 feet, for an arc distance 104.35 feet to a point of tangency; thence N55°33.9'W, 403.18 feet to a point of curvature; thence along a curve to the left with radius 100.06 feet, for an arc distance of 157.09 feet to a point of tangency; thence S34°28.9'W, 184.68 feet to a point of curvature; thence along a curve to the left with radius 382.71 feet, for an arc distance of 106.30 feet to a point of tangency; thence southwesterly, 150.61 feet to the point of beginning.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT IS CORRECT

1937 OCT -5 AM 11:50

J. Thomas G. [Signature]  
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax		27.00
3. Recording Fee		7.50
4. Indexing Fee		1.00
TOTAL		35.50