

STATE OF ALABAMA  
SHELBY COUNTY

1015  
KNOW ALL MEN BY THESE PRESENTS: That Whereas, Dino A Drakos, a single man, and Steven T. Vasilaros and James Z. Galantis, both married men, (hereinafter called "mortgagors", whether one or more) are justly indebted, to James Ward and Sharon Ward; Cassandra Blanton, Brooke Custom Cleaners, Inc. and Tony Barbera and Mary Barbera, (hereinafter called "Mortgagee", whether one or more), in the sum of One Hundred Twenty-five Thousand and No/100's (\$125,000.00) Dollars evidenced by a promissory note payable from Mortgagors, to Mortgagees, in the principal sum of One Hundred Twenty-five Thousand and No/100's (\$125,000.00) Dollars with interest.

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:

Beginning at the Southwest corner of the SE 1/4 of Section 20, Township 20 South, Range 2 East; thence run North along the West line of said 1/4 Section for 729.38 feet; thence 89 deg. 59 min. 04 sec. right, run East for 2473.51 feet to the Westerly right of way of Alabama State Highway No. 25; thence 85 deg. 30 min. 50 sec. right, run Southerly along said right of way for 766.55 feet to the North line of the NE 1/4 of the NE 1/4 of Section 29, Township 20 South, Range 2 East; thence continue last described course for 934.22 feet; thence 94 deg. 22 min. 22 sec. right, run 1295.12 feet to the East line of last said Quarter-Quarter; thence 89 deg. 43 min. 23 sec. left, run West for 1320.21 feet to the point of beginning; being situated in Shelby County, Alabama.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and to further secure the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally on 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.

On 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 thereupon, 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 thereupon, 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 thereupon, which endangers 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 against 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, see 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 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 encumbrance, with interest thereupon; 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 Dino A Drakos, Steven T. Vasilaros and James Z. Galantis, has or have hereunto set their signatures and seal, this 27th day of May, 1988.

[Signature]  
Dino A. Drakos  
[Signature]  
Steven T. Vasilaros  
[Signature]  
James Z. Galantis

THE STATE of ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Dino A Drakos, a single man, whose name is or are signed to this conveyance, who is or are known to me acknowledged before me on this day, that being informed of the contents of the conveyance he, she, they, or it executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of May, 1988.

[Signature]  
Notary Public.  
My Commission Expires August 14, 1991

THE STATE FLORIDA  
VOLUSIA COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Steven T. Vasilaros and James Z. Galantis, both being married men whose names are signed to this Mortgage, who are known to me, acknowledged before me, on this day that being informed of the contents of such conveyance, they executed the same voluntarily.

Given under my hand and official seal this 27th day of May, 1988.

[Signature]  
Notary Public  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP JULY 12, 1988  
BONDED THRU GENERAL INS. UND.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED  
88 JUN 13 PM 4:12  
JUDGE OF PROBATE

1. Deed Tax \$ \_\_\_\_\_  
2. Mtg. Tax 187.50  
3. Recording Fee 11.50  
4. Indexing Fee 1.00  
TOTAL 200.00

BOOK 159 PAGE 195