

THE STATE OF ALABAMA

ST. CLAIR COUNTY

SHELBY

MORTGAGE

THIS MORTGAGE, made and entered into on this, the 30 day of AUGUST, 19 88, by and between

J. Harris Development Corporation

or Mortgagor Birmingham  
parties of the first part, and UNION STATE BANK, Birmingham, Alabama, party of the second part, or Mortgagee  
WITNESSETH, THAT WHEREAS, parties of the first part are justly indebted to party of the second part in the  
sum of Two Hundred Twenty Two Thousand and No/100 (\$222,000.00) Dollars,

evidenced by one or more promissory note(s), payable at Union State Bank, Birmingham, Alabama. The balance of the said indebtedness with all  
interest thereon matures and is payable on the 28th day of February

19 89, ~~and on the 28th day of each month thereafter until the entire amount, principal and interest, is paid.~~

NOW, THEREFORE, IN CONSIDERATION of said indebtedness and in order to secure the same, and any other indebtedness or obligation  
of parties of the first part, or either of them, to party of the second part, whether as principal debtor, endorser, guarantor, or otherwise, whether  
now existing or hereafter incurred, parties of the first part do hereby grant, bargain, sell and convey unto party of the second part the following  
described property, to-wit:

See Exhibit "A" attached hereto and incorporated by reference herein for legal description.

Exhibit "B" attached hereto is incorporated by reference herein.

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James F. Buford III

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto party of the second part, its successors or assigns, in fee simple.

And parties of the first part, for themselves, their heirs, successors and assigns, do hereby covenant with party of the second part that they are lawfully seized in fee of the said premises; that they have a good right to sell and convey the same; that said premises are free from encumbrance; and that they warrant and will forever defend the title to said premises against the lawful claims and demands of all parties whomsoever.

This conveyance is upon condition, however, that, if parties of the first part shall pay and discharge the indebtedness hereby secured and each installment thereof as the same matures and shall perform each and every covenant herein contained, then this conveyance shall become null and void. But if said parties of the first part should make default in the payment of said indebtedness, or any installment thereof, or the interest thereon, or should they fail to keep any covenant in this mortgage contained, or should they be adjudicated bankrupt, or should the interest or party of the second part in said property become endangered by reason of the enforcement of any other lien or encumbrance thereon, or should a receiver be appointed for parties of the first part, then, in any such event, at the election of party of the second part the entire indebtedness secured hereby shall become immediately due and payable, whether due by the terms hereof or not; and party of the second part, its agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the courthouse door of the county in which said property is located, after giving notice of the time, place and terms of sale by publication once a week for three successive weeks in a newspaper published in said county or by giving notice in any other manner authorized by law.

And said party of the second part is authorized, in case of sale under the power herein contained, to execute a conveyance to the purchaser, conveying all the right and claim of said parties of the first part in and to said premises, either at law or in equity. And said party of the second part may purchase said property at any sale hereunder and acquire title thereto as a stranger, and in case of a purchase by party of the second part, said party of the second part, or any person authorized by it in writing, shall have the power to convey all the right, title and interest of parties of the first part in and to said premises by a deed to the party of the second part.

Out of the proceeds of sale party of the second part shall pay, first the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee of not less than ten percent of the amount of the indebtedness then due; secondly, the amount of the indebtedness due and owing to party of the second part hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that party of the second part may have paid as herein provided; and lastly, the surplus, if any, shall be paid over to parties of the first part, their heirs or assigns.

Parties of the first part covenant that they will pay all taxes and assessments that may be levied against said property, and that they will insure, and will keep insured, the improvements thereon against loss by fire, windstorm and such other perils as may be required or designated by party of the second part, in insurance companies that are acceptable to party of the second part, for their reasonable insurable value and in no event less than the amount of the indebtedness secured by this mortgage. The original policies evidencing said insurance shall be delivered to and kept by party of the second part and shall contain loss clauses acceptable to party of the second part, providing for payment in the event of loss to party of the second part as its interest may appear; and in case of the failure of parties of the first part to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure the improvements on said property, party of the second part may, at its option, either pay said taxes and assessments and procure said insurance; and the amount of taxes, assessment or insurance premiums as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness herein above described; or party of the second part may, at its election, proceed to foreclose this mortgage.

Parties of the first part covenant and agree that until all of the indebtedness secured hereby is paid in full, they will not sell, convey, mortgage or otherwise alienate said property, and will not create or suffer any other lien or encumbrance to be created against same, other than taxes and assessments lawfully levied by governmental authorities, without the written consent of party of the second part.

IN WITNESS WHEREOF, parties of the first part have hereto set their hands and seals, on this, the day and year herein first above written.

Paul A. Harris (L. S.) J. HARRIS DEVELOPMENT CORPORATION (L. S.)

cto N.P. (L. S.) BY: Joseph D. Harris (L. S.)  
ITS: President

THE STATE OF ALABAMA  
ST. CLAIR COUNTY }

I, \_\_\_\_\_, a Notary Public in and for said State and County, hereby certify that \_\_\_\_\_ and \_\_\_\_\_ whose name/names are signed to the foregoing conveyance, and who is/are 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 seal on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Notary Public:

THE STATE OF ALABAMA  
~~ST. CLAIR~~ COUNTY  
JEFFERSON }

I, James F. Burford, III, a Notary Public in and for said State and County, hereby certify that JACK D. HARRIS and JACK A. HARRIS whose name(s) as PRESIDENT and VICE PRESIDENT respectively, of J. Harris Development Corporation, a corporation, is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, has as such officer(s) and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal on the 30 day of AUGUST, 1983

EXHIBIT "A"

J. HARRIS DEVELOPMENT CORPORATION TO UNION STATE BANK

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Commence at the Southwest corner of Section 23, Township 20 South, Range 3 West, Shelby County, Alabama; thence south along the West line of Section 26, Township 20 South, Range 3 West, 88.93 feet to the East Right-of-Way Margin of Shelby County, Highway No. 95; thence 2 degrees, 54 minutes, 33 seconds left to tangent to a curve to the right, said curve having a central angle of 00 degrees, 12 minutes, 40 seconds and a radius of 2,840.65 feet, and along the arc of said curve and said East Right-of-Way Margin of Highway No. 95, 10.47 feet to the North Right-of-Way Margin of Townhouse Road, a dedicated street of Dearing Downs, Second Addition Subdivision, as recorded in Map Book 9, page 33, Office of the Judge of Probate, Shelby County, Alabama, and the point of curvature of a curve to the left, said curve having a central angle of 89 degrees, 01 minutes, 20 seconds and a radius of 25.00 feet; thence leaving the East Right-of-Way Margin of Highway No. 95 and along the North Right-of-Way Margin of Townhouse Road and arc of said curve to the left 38.84 feet; thence tangent to preceding curve 33.64 feet along said Northerly Right-of-Way Margin; thence 90 degrees right 50.00 feet to the Southerly Right-of-Way Margin of said Townhouse Road; thence 90 degrees to the left to the tangent of a curve to the left, said curve having a central angle of 56 degrees, 21 minutes, 32 seconds and a radius of 211.66 feet; thence along the arc of said curve and Southerly Right-of-Way Margin 133.20 feet to the point of beginning; thence continue along the arc of said curve to the left and along said Southerly Right-of-Way Margin 75.00 feet; thence tangent to preceding curve and along said Southerly Right-of-Way Margin 64.77 feet to the point of curvature of a curve to the right, said curve having a central angle of 47 degrees, 25 minutes, 50 seconds and a radius of 101.28 feet; thence along the arc of said curve to the right and along said Southerly Right-of-Way Margin 83.84 feet to the Northwest corner of Lot 5, Block 5 of said Dearing Downs, Second Addition Subdivision; thence 76 degrees, 14 minutes, 13 seconds right from the tangent of the preceding curve 284.29 feet to the most Southwesterly corner of said Lot 5, Block 5 and the Northwest Margin of an 80 foot Colonial Pipe Line Easement; thence 89 degrees, 04 minutes, 57 seconds right 296.75 feet southwesterly along said Northwest Pipe Line Easement; thence 115 degrees, 08 minutes, 22 seconds right 229.49 feet to the point of beginning.

**EXHIBIT "B"**

**Hazardous Waste; Hazardous Substances.** Mortgagor represents, warrants and agrees that (a) no hazardous material (as hereinafter defined) has been used or placed on the Premises in violation of any applicable Environmental Laws (as hereinafter defined); (b) no notice has been received with regard to any Hazardous Material on the Premises; (c) the Premises are presently in compliance with all Environmental Laws; (d) no action, investigation or proceeding is pending or to Mortgagor's knowledge threatened which seeks to enforce any right or remedy against Mortgagor or the Premises under any Environmental Law; (e) Mortgagor shall permit no installation or placement of hazardous material on the Premises in violation of Environmental Laws; (f) Mortgagor shall permit no release of hazardous material onto or from the Premises; (g) Mortgagor shall cause the Premises to comply with applicable Environmental Laws and shall keep the Premises free and clear of any liens imposed pursuant to any applicable Environmental Laws; (h) all licenses, permits and other governmental or regulatory actions necessary for the Premises to comply with Environmental Laws (the "Permits") shall be obtained and maintained and Mortgagor shall assure compliance therewith; and (i) Mortgagor shall give the Mortgagee prompt written notice if Mortgagor receives any notice with regard to hazardous material on, from or affecting the Premises and shall conduct and complete all investigations and all cleanup actions necessary to remove, in accordance with applicable Environmental Laws, such hazardous material from the Premises. Mortgagor shall indemnify and hold harmless the Mortgagee from and against all losses, expenses (including, without limitation, attorneys' fees) and claims of every kind suffered by or asserted against Mortgagee as a direct or indirect result of (a) the presence on or release from the Premises of any hazardous material, whether or not caused by Mortgagor; (b) the violation of any Environmental Laws applicable to the Premises, whether or not caused by Mortgagor; (c) the failure by Mortgagor to comply fully with the terms and provisions of this paragraph; or (d) any warranty or representation made by Mortgagor in this paragraph being false or untrue in any material respect. For purposes of this Instrument, "Hazardous Material" means polychlorinated biphenyls, petroleum, flammable explosives, radioactive materials, asbestos and any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Environmental Laws or listed as such by the Environmental Protection Agency. "Environmental Laws" means any current or future governmental law, regulation or ruling applicable to environmental conditions on, under or about the Premises including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, The Superfund Amendment and Reauthorization Act of 1986, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, or under any Alabama statute.

Mortgagor's obligations under this paragraph shall survive a foreclosure of or exercise of power of sale under this Instrument or the delivery of a deed in lieu of foreclosure.

STATE OF ALA. SHERIFF  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 SEP -1 AM 10:12

*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax		333.00
3. Recording Fee		10.00
4. Indexing Fee		1.00
TOTAL		344.00