

THIS INSTRUMENT PREPARED BY:

NAME: Warrior Savings Bank - A State Banking Institution
Wanda D. Young- Vice President/Cashier
ADDRESS: P.O. Box 488 Warrior, Al 35180

MORTGAGE - ALABAMA TITLE CO., INC., Birmingham, Alabama

1648

State of Alabama

AMENDED MORTGAGE

Shelby

COUNTY

Know All Men By These Presents, that whereas the undersigned Auto Parts Supply Co. doing Business as Auto Parts and Supply Company, Incorporated justly indebted to Warrior Savings Bank - A State Banking Institution in the sum of Seventy-five thousand dollars and no/100 together with interest thereon, evidenced by a promissory note amount same as above (\$75,000.00) as evidenced by the note bearing even date herewith and payable on demand.

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when due, together with any and all other indebtedness now owing as well as the same falls due, all indebtedness that may be hereafter incurred until payment is made of the debt evidenced by the note.

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Auto Parts Supply Co. doing Business as Auto Parts and Supply Co., Inc. do, or does, hereby grant, bargain, sell and convey unto the said Warrior Savings Bank - A State Banking Institution (hereinafter called Mortgagee) the following described real property situated in

Shelby

County, Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and payable at the option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof or any interest therein.

THIS MORTGAGE IS GIVEN TO AMEND THAT MORTGAGE DATED DECEMBER 30, 1987 AND RECORDED IN BOOK 172 PAGE 914 TO READ AUTO PARTS COMPANY D/B/A AUTO PARTS AND SUPPLY COMPANY INCORPORATED AND TO ADD THE NAMES OF ANNE K. HENTZ AND WALTER T. HENTZ JR.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

on, 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the day of
WITNESSES:

19

AUTO PARTS SUPPLY CO. DBA AUTO PARTS & SUPPLY CO. INC.

ITS PRESIDENT: ROBERT T. HENTZ

ITS SECRETARY: ANN D. HENTZ

WALTER T. HENTZ, JR.

ANNE K. HENTZ

Robert T. Hentz, individually

STATE OF ALABAMA

General Acknowledgement

SHELBY County

I, the undersigned, Debbie Schmidtko Street

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

hereby certify that Ann D. Hentz, Walter T. Hentz, Jr. And Anne K. Hentz and Robert T. Hentz whose name 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 16th day of September

19 88

My Commission Expires Feb. 4, 1989

Notary Public.

STATE OF ALABAMA

Corporate Acknowledgement

COUNTY OF SHELBY

a Notary Public in and for said County, in

I, Debbie Schmidtko Street

said State, hereby certify that Robert T. Hentz whose name as the President of Auto Parts & Supply Co. 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 the 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 16th day of September

, 1988

My Commission Expires Feb. 4, 1989

Notary Public

Return to
WARRIOR SAVINGS BANC
P. O. BOX 488
WARRIOR, AL 35180

WARRIOR SAVINGS BANC
P. O. BOX 488
WARRIOR, AL 35180

TO

MORTGAGE

This Form Furnished By

ALABAMA TITLE CO., INC.

2233 SECOND AVE. NO.

BIRMINGHAM, ALABAMA 35203



File No. OC87-20749

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I

Commence at the NE corner of SW 1/4 of NW 1/4 of Section 31, Township 19, Range 2 West, Shelby County, Alabama, thence run West along the North line of said SW 1/4 of the NW 1/4 a distance of 313.96 feet, thence turn an angle of 99 degrees 01 minutes left and run a distance of 175 feet; thence turn an angle of 66 degrees 06 minutes right and run a distance of 224.93 feet, thence turn an angle of 95 degrees left and run a distance of 261.775 feet to the point of beginning of said plot of land; thence from said point of beginning continue to run along last described course a distance of 52.355 feet; thence turn an angle of 95 degrees right and run a distance of 250 feet; thence turn an angle of 85 degrees right and run a distance of 52.355 feet; thence turn an angle of 95 degrees right and run a distance of 250 feet to the point of beginning.

PARCEL II

To reach a point of beginning commence at the NE corner of the SW 1/4 of the NW 1/4, Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, thence run West along the North line of said SW 1/4 of the NW 1/4 a distance of 313.96 feet, thence turn an angle of 99 degrees 01' left and run a distance of 175.0 feet, thence turn an angle of 66 degrees 06' right and run a distance of 224.93 feet, thence turn an angle of 95 degrees 00' left and run a distance of 314.13 feet to the point of beginning of said plot of land, thence from said point of beginning continue to run along the last described course a distance of 104.71 feet, thence turn an angle of 95 degrees 00' right and run a distance of 250.0 feet, thence turn an angle of 95 degrees 00' right and run a distance of 104.71 feet thence turn an angle of 95 degrees 00' right and run a distance of 250.00 feet to the point of beginning of said plot of land.

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

88 SEP 23 PM 1:06

Judge of Probate

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

88 FEB 26 PM 1:12

Judge of Probate

1. Deed Tax \$
2. Mig. Tax 12.50
3. Recording Fee 7.50
4. Indexing Fee 1.00
TOTAL 21.00

Rec 7.50
Ind 1.00
8.50