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This instrument prepared by:
Jerome K. Lanning
Johnston, Barton, Proctor,
Swedlaw & Naff
1100 Park Place Tower
Birmingham, Alabama 35203
(205) 322-0616

ALABAMA MORTGAGE

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Roy Martin Construction, Inc., a corporation (hereinafter called "Mortgagor,") has this day become justly indebted to Security Union Title Insurance Company, a corporation (hereinafter called "Mortgagee,") in the principal sum of Fifty Thousand Five Hundred and No/100 Dollars (\$50,500.00), as evidenced by promissory note of even date herewith, said principal sum being payable in full, without interest, on or before October 26, 1990; subject, however, to certain terms and conditions set forth in said note.

AND WHEREAS, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof according to the tenor and effect of said note, and all renewals, extension and modifications thereof, and all refinancings of any part of the indebtedness evidenced by said note, and interest thereon, and any and all other additional indebtedness of Mortgagor to Mortgagee, now existing or hereafter arising, whether joint or several, whether evidenced by said note, or otherwise, and any renewals, extensions and modifications thereof, whether incurred or given as maker, endorser, guarantor or otherwise, and interest thereon (all such indebtedness, together with interest thereon, is hereinafter collectively referred to as the "Indebtedness") and compliance by Mortgagor with the covenants, agreements and requirements of this mortgage and of said note and of any other instrument or agreement secured by this mortgage (collectively referred to herein as the "Obligations").

NOW, THEREFORE, in consideration of the premises and for the purpose of securing the payment of the Indebtedness and the performance of all Obligations, said Mortgagor, Roy Martin Construction, Inc., does hereby grant, bargain, sell, and convey unto the Mortgagee the real estate, situated in the NE 1/4 of the SE 1/4 of Section 21, Township 20 South, Range 3 West, in Shelby County, Alabama, which real property is more particularly described in Exhibit A hereto.

TOGETHER with all and singular the fixtures appurtenant thereto, which shall include, insofar as they now are or may hereafter belong to or be used with the premises or any buildings or improvements thereon and whether attached or detached, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, sprinkling, and plumbing fixtures; irrigating, water, and power

BOOK 271 PAGE 926

(Signature)

systems; engines and machinery; boilers, ranges, furnaces, oil burners, or units thereof; elevators and motors; refrigeration plants or units; cabinets; appliances; wall beds; storm windows and doors; window and door screens; awnings; window shades, shrubbery; and all property now or hereafter attached to or reasonably necessary to the use of the premises, all of which shall be deemed to be fixtures and shall be part of the security for the indebtedness herein mentioned and shall be covered by this mortgage; and together with all and singular the buildings, improvements, ways, streets, alleys, passages, waters, water courses, rights, liberties, privileges, easements, tenements, hereditaments, and appurtenances thereunto appertaining, and the reversions and remainders, rents, issues, and profits thereof. Said real estate and all other property hereinabove described, whether real or personal, is herein referred to as "the premises."

TO HAVE AND TO HOLD the premises unto Mortgagee, Mortgagee's successors and assigns forever,

AND, Mortgagor does covenant with Mortgagee it is lawfully seized in fee simple and possessed of the premises, and has good right to convey the same; that the premises are free from all liens, charges, encumbrances, easements and restrictions whatsoever not herein specifically mentioned or set forth in Exhibit A hereto; and that, subject only to exceptions herein referred to, Mortgagor does warrant and will defend the title to the same unto Mortgagee against the lawful claims of all persons whomsoever.

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements:

1. Mortgagor shall pay the Indebtedness when and as it becomes due: it being further agreed that any statement in a note, agreement or other instrument that is secured by this mortgage shall be conclusive evidence of such fact.

2. Mortgagor shall keep the premises in good condition and repair, reasonable wear and tear expected; shall not permit nor perform any act which would in any way impair the value of the premises; shall not remove any fixture nor remove or demolish any building or improvement located on the above described land without the written consent of Mortgagee; and shall neither commit nor permit waste of the premises.

3. Mortgagor shall pay and discharge as the same become due all taxes and assessments that may accrue, be levied, or assessed upon the premises or any part thereof, which may be or become a lien prior to the lien of this mortgage or have priority in payment to the debt secured hereby, or upon Mortgagee's interest therein or upon this mortgage or the Indebtedness or evidence of Indebtedness secured hereby, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon the Mortgagee. Mortgagor shall not suffer or permit any taxes or assessments on the premises to become or remain delinquent or permit any part thereof or any interest therein to be sold for any taxes or assessments; and, further, shall furnish annually to Mortgagee, prior to the date when they would become delinquent, certificates

or receipts of the proper officer showing full payment of all such taxes and assessments.

4. Mortgagor shall pay all debts, claims, or other charges that may become liens against the premises or any part thereof for repairs or improvements that may have been, or may hereafter be, made on the premises and shall not permit any lien or encumbrance of any kind which might become superior to the title of Mortgagee or the lien of this mortgage to accrue or remain on the premises or any part thereof.

5. Mortgagor shall keep the premises continuously insured and shall provide, maintain, and deliver to Mortgagee, upon demand, policies of fire and such other insurance as Mortgagee may from time to time require in companies, form, and amounts satisfactory to Mortgagee, with loss, if any, payable to Mortgagee, as Mortgagee's interest may appear, and shall assign and deliver to Mortgagee with mortgage clauses satisfactory to Mortgagee all insurance policies of any kind or in any amount now or hereafter issued upon the premises. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the premises caused by any casualty. Full power is hereby conferred on Mortgagee to settle and compromise claims under all policies and to demand receive, and receipt for all monies becoming payable thereunder and to assign absolutely all policies to any endorsee of the note(s) or to the grantee of the premises in the event of the foreclosure of this mortgage or other transfer of title to the premises in extinguishment of the Indebtedness. In the event of loss under any of the policies of insurance herein referred to, the proceeds of such policy shall be paid by the insurer to Mortgagee who may in Mortgagee's sole and absolute discretion, apply the same, wholly or partially, after deducting all costs of collection, including a reasonable attorney's fee, either as a payment on account of the indebtedness, whether or not then due or payable, or toward the alteration, reconstruction, repair, or restoration of the mortgaged premises either to the portion thereof by which said loss was sustained or any other portion thereof.

6. The rents, income, and profits of all and every part of the premises are hereby specifically pledged to the payment of the Indebtedness and the performance of all Obligations. If default shall be made in the payment of the Indebtedness or any part thereof or in the performance of any Obligation, Mortgagee shall have the right forthwith to enter into and upon the premises, take possession thereof, and collect said rent, income, and profits with or without the appointment of a receiver. All such net income, after payment of reasonable collection, management, and attorney's fees, shall be applied toward the payment of any advances made by Mortgagee or in reduction of the Indebtedness in such manner or proportion as Mortgagee may elect.

7. If Mortgagor fails to insure the premises, or to pay and furnish receipts for all taxes and assessments, or to pay debts, claims or other charges for repairs and improvements, or to keep the premises in good condition and repair, all as provided herein, Mortgagee may at its option procure such insurance, pay such taxes and assessments, redeem the property from any tax sale, procure such receipts, or enter upon the premises and make such repairs as it may deem necessary; and Mortgagor shall immediately pay to Mortgagee all sums which Mortgagee shall have so paid, together with interest at the rate of

twelve percent (12%) per annum from the date the same was paid, and for payment thereof, this mortgage shall stand as security in like manner and effect as for the payment of the Indebtedness; but the failure of Mortgagee to procure such insurance, to pay such taxes and assessments, to redeem the property from any tax sale, or to make repairs shall in no way render Mortgagee liable to Mortgagor. If Mortgagee shall elect to advance insurance premiums, taxes, or assessments, or redeem from tax sale, the receipt of the insurance company or of the proper tax official shall be conclusive evidence of the amount, validity, and the fact of payment thereof.

8. Mortgagor shall immediately pay to Mortgagee all sums, including costs, expenses, and reasonable agent's and attorney's fees, which Mortgagee may expend or become obligated to pay in any proceedings, legal or otherwise, to prevent the commission of waste; to establish or sustain the lien of this mortgage or its priority, or to defend against liens, claims, rights, estates, easements, or restrictions, asserting priority to this mortgage; in payment, settlement, discharge, or release of any asserted lien, claim, right, easement, or restriction made upon advice of competent counsel that the same is superior to the lien of this mortgage; for title insurance, abstract of title, or extension thereof; in connection with any suit to enforce or foreclose this mortgage, or to recover any sums hereby secured, together with interest on all such sums at the rate of twelve per cent (12%) per annum until paid, and for payment of such sums and interest this mortgage shall stand as security in like manner and effect as for the payment of the said principal indebtedness.

9. If default shall be made in the payment of the Indebtedness or any part thereof in accordance with the terms thereof, or in the performance of any Obligation then the entire Indebtedness shall, at the option of Mortgagee, become immediately due and payable and this mortgage subject to foreclosure; and Mortgagee shall have the right and is hereby authorized to enter upon and take possession of the premises, and after or without taking possession, to sell the same before the Court House door in the county where the above described real estate is located, at public outcry for cash, after having given notice of the time, place, and terms of sale by publication once a week for three successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Mortgagee or any person conducting said sale for Mortgagee is authorized and empowered to execute to the purchase at said sale a deed to the premises so purchased. Mortgagee may bid at said sale and purchase said premises, or any part thereof, if the highest bidder therefor. At said foreclosure sale the premises may be offered for sale and sold as a whole or in parcels without first offering it in any other manner or may be offered for sale and sold in any other manner as Mortgagee may elect. The presence of any of the above described premises at the place of sale is expressly waived.

10. The proceeds of said sale shall be applied: First, to the expense of advertising and selling, including reasonable attorney's fees; second, to the repayment of any money, with interest thereon, which Mortgagee may have paid, or become liable to pay, or which it may then be necessary to pay, for taxes, assessments insurance or other charges, liens, or debts as hereinabove provided; third, to the payment of the Indebtedness, with interest to date of sale; fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the premises at the time of the sale after deducting any

expense of ascertaining who is such owner. If this mortgage be foreclosed in a judicial proceeding, reasonable attorney's fees and expenses incurred by Mortgagee in connection with such proceeding shall be paid out of the proceeds of the sale.

11. Mortgagor waives all rights of exemption pertaining to real or personal property as to any Indebtedness, and Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the premises be set off against any part of the Indebtedness.

12. After foreclosure of this mortgage, Mortgagor and all holding under it shall become and be conclusively presumed to be tenants at will of the purchaser at the foreclosure sale.

13. Any promise made by Mortgagor herein to pay money may be enforced by a suit at law, and the security of this mortgage shall not be waived thereby, and as to such debts the Mortgagor waives all rights of exemption under the law and agree to pay a reasonable attorney's fee for the collection thereof.

14. No delay or failure of Mortgagee to exercise any option herein given or reserved shall constitute a waiver of such option or estop Mortgagee from afterwards exercising same or any other option at any time and the payment or contracting to pay by Mortgagee of anything Mortgagor has herein agreed to pay shall not constitute a waiver of the default of Mortgagor in failing to make said payments and shall not estop Mortgagee from foreclosing this mortgage on account of such failure of Mortgagor.

15. If Mortgagor shall well and truly pay and discharge all Indebtedness as it shall become due and payable and shall do and perform all Obligations, then this conveyance shall be and become null and void.

16. All awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under said note(s) and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

17. Mortgagor represents and warrants that none of the premises does or shall while any part of the Indebtedness is unpaid contain any chemical, material, or substance the exposure of which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may pose a hazard to the health and safety of the occupants of the premises or the owners of the property adjacent thereto. Borrower further represents and warrants that (i) all the premises complies in all respects with applicable environmental laws, regulations, and court or administrative orders; (ii) there are no pending claims or threats of claims by private or governmental or administrative authorities relating to environmental impairment or regulator requirements; and (iii) there are no areas on the premises where hazardous substances have been disposed of, released or found. Borrower will give immediate oral and written notice to Lender of its receipt of any notice of a violation of any law, standard or regulation covered by this Paragraph.

Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from all loss, cost, damage, claim and expense incurred by Mortgagee on account of the violation of any representation or warranty set forth in this paragraph 17, or of Mortgagor's failure to perform any obligations of this paragraph, or to comply fully with all environmental laws, rules and regulations.

18. The term "Mortgagor," wherever used herein, shall mean the party or parties executing this mortgage, jointly and severally, and all the covenants, conditions, and agreements hereof shall bind Mortgagors, their respective heirs, personal representatives, successors and assigns and shall inure to the benefit of and be available (jointly and severally if more than one) to Mortgagee, and to the heirs, personal representatives, successors and assigns of Mortgagee. The rights, options, powers, and remedies herein provided shall be cumulative and no one or more of them shall be exclusive of the other or others, or of any right or remedy now or hereafter given or allowed by law.

IN WITNESS WHEREOF, the undersigned Mortgagor, Roy Martin Construction, Inc., has caused this mortgage to be executed by its duly authorized officer this 12th day of December, 1989.

Roy Martin Construction, Inc.

By: Roy L. Martin (SEAL)
Its President

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned authority in and for said County in said State, hereby certify that ROY L. MARTIN whose name as President of Roy Martin Construction, 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 14th day of December, 1989.

[Signature]
Notary Public
My Commission Expires: [Signature]

The proceeds of this mortgage loan have been applied to the purchase price of the property described in Exhibit A closed simultaneously herewith.

Part of the NE 1/4 of the SE 1/4 of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Northwest corner of said 1/4 1/4 Section, run in an Easterly direction along the North line of said 1/4 1/4 Section for a distance of 22.26 feet, more or less, to an existing iron pin being the Northwest corner of that certain parcel of land owned by Brookline, an Alabama General Partnership, being the point of beginning; thence continue along last mentioned course for a distance of 690.00 feet; thence turn an angle to the right of 90 deg. and run in a Southerly direction for a distance of 1,225.00 feet; thence turn an angle to the right of 90 deg. and run in a Westerly direction for a distance of 689.00 feet, more or less, to a point on the East right of way line of Shelby County Highway No. 17; thence turn an angle to the right and run in a Northerly direction along said East right of way line for a distance of 1,140.62 feet to an existing iron pin; thence turn an angle to the right of 11 deg. 31 min. 11 sec. and run in a Northeasterly direction for a distance of 89.42 feet, more or less, to the point of beginning. Less and Except any part of the above description lying in the NW 1/4 of SE 1/4 of said Section 21.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

A parcel of land situated in the NE 1/4 of the SE 1/4 of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: From the Northwest corner of the NE 1/4 of the SE 1/4 of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, run East along the North line of said NE 1/4 of SE 1/4 for a distance of 22.26 feet, more or less, to an existing iron pin on the East right of way line of Shelby County Road No. 17; said existing iron pin also being the point of beginning; thence continue along last mentioned course for a distance of 577.85 feet; thence turn an angle to the right of 90 deg. and run in a Southerly direction for a distance of 300 feet; thence turn an angle to the right of 90 deg. and run in a Westerly direction for a distance of 554.66 feet to the beginning of a curve to the right, said curve having a central angle of 86 deg. 39 min. 53 sec. and a radius of 25 feet; thence turn an angle to the right and run along the arc of said curve for a distance of 37.81 feet to a point on the East right of way line of Shelby County Road No. 17, said point also being the end of said

curve; thence run in a Northerly direction along said East right of way line of Shelby County Road No. 17 for a distance of 188.26 feet; thence turn an angle to the right of 11 deg. 31 min. 11 sec. and run in a Northeasterly direction for a distance of 89.42 feet to the point of beginning; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

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

89 DEC 28 AM 8:54

Thomas A. Shivers, Jr.
JUDGE OF PROBATE

EXHIBIT A

1. Deed Tax ----- 75.75
2. Recording Fee ----- 17.50
3. Notary Fee ----- 3.00
4. --- 1.00
Total ----- \$ 97.25