

981

Amount secured \$1000.00

This instrument was prepared by:  
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Gordon, Silberman, Wiggins & Childs, P.C.  
1400 SouthTrust Tower  
Birmingham, Alabama 35203

MORTGAGE

STATE OF ALABAMA     )  
                              )  
SHELBY COUNTY         )

KNOW ALL MEN BY THESE PRESENTS: That Whereas, DKM Enterprises, Inc. (hereinafter called "Mortgagor") has agreed to grant to Sergie Kampakis (hereinafter called "Mortgagee"), a mortgage on the property described herein as security for Mortgagor's performance under that certain Indemnification Agreement between Mortgagor, W. Brian Doyle and Mortgagee executed simultaneously herewith ("Indemnification Agreement").

NOW THEREFORE, in consideration of the premises, said Mortgagor, DKM Enterprises, Inc., 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 88, according to the survey of Brook Highland, 3rd Sector, as recorded in Map Book 12, pages 64 A & B in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

This Mortgage is second and subordinate to that certain mortgage granted by Mortgagor to National Bank of Commerce dated November 3, 1989, in the principal amount of \$194,000.00 and recorded in Book 265 page 770 in the office of the Judge of Probate of Shelby County, Alabama.

Said property is warranted free from all encumbrances 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 performance of the Indemnification Agreement, 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; all amounts so expended by said Mortgagee for taxes or assessments shall become a debt to said Mortgagee or assigns, 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. This Mortgage may not be assumed, assigned or transferred without the prior written approval of the Mortgagee. This Mortgage shall also become in default if the undersigned shall breach any of the terms and conditions of the Indemnification Agreement executed simultaneously herewith.

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Should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should the performance of any terms and conditions of the Indemnification Agreement be breached, 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 thereon, so as to endanger the Mortgagee's interest herein, then in any one of said events, this Mortgage shall 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 encumbrances, with interest thereon; Third, to the payment of any sums due Mortgagee pursuant to the Indemnification Agreement; and Fourth, the balance, if any, to be turned over to the said Mortgagor, and undersigned further agrees that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agrees 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 Mortgagor has caused this Mortgage to be executed this 10<sup>th</sup> day of May, 1990.

1. Deed Tax	\$	1.50
2. Mtg. Tax	\$	5.00
3. Recording Fee	\$	3.00
4. Indexing Fee	\$	1.00
5. No Tax Fee	\$	1.00
6. Certified Fee	\$	10.50
Total	\$	10.50

DKM ENTERPRISES, INC.

By: W. Brian Doyle  
Its President

90 MAY 15 AM 9:49  
JUDGE OF PROBATE

THE STATE OF ALABAMA)  
JEFFERSON COUNTY )

I, Rosemary A. Gilmore, a Notary Public in and for said County, in said State, hereby certify that W. Brian Doyle, whose name as President of DKM Enterprises, 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 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 10<sup>th</sup> day of May, 1990.

Rosemary A. Gilmore  
Notary Public