

STATE OF ALABAMA)
SHELBY COUNTY)

There is NO NEW
Money involved in this
Accommodation Mortgage
It is only • Additional
Security for that Mortgage
Filed in Real Volume 281,

ACCOMMODATION MORTGAGE

Page 898

KNOW ALL MEN BY THESE PRESENTS: That whereas SEALING EQUIPMENT PRODUCTS CO., INC., an Alabama corporation (the "Borrower") has become justly indebted to FIRST ALABAMA BANK (hereinafter called Mortgagee), in the principal sum of EIGHT HUNDRED THREE THOUSAND THREE HUNDRED FIFTY-SIX AND NO/100 (\$803,356.00) DOLLARS, as evidenced by one (1) negotiable note dated February 7, 1990 (the "Note"); and

WHEREAS, as security for the Note, the Mortgagors (as hereinafter defined) executed and delivered to Lender an Accommodation Mortgage on other property owned by Mortgagors, which Mortgage is recorded in Real Volume 281, Page 898, in the Probate Office of Shelby County, Alabama; and

WHEREAS, GEOFFREY M. WILDER, the sole shareholder of Borrower, and SUSAN P. WILDER, spouse of GEOFFREY M. WILDER, have agreed in return for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to execute this Accommodation Mortgage as an accommodation to Borrower in order to further secure the Note; and

WHEREAS, the sole purpose of this Accommodation Mortgage is as additional security for the Note.

NOW, THEREFORE, in consideration of the premises and in order to further secure (1) the payment of the Note, (2) any renewal or extensions of same, and (3) compliance with all the stipulations hereinafter contained, the said GEOFFREY M. WILDER and wife, SUSAN P. WILDER (herein called Mortgagors) do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate situated in Shelby County, State of Alabama:

Parcel I:

Lots 4, 5, 6, 7 and 8 according to D-Vallo Subdivision, as recorded in Map Book 5, Pages 50 and 51 in the Probate Office of Shelby County, Alabama.

Also, a parcel of land situated in the SE 1/4 of Section 16, Township 22 South, Range 3 West, more particularly described as follows:

Begin at the Southeast corner of the NW 1/4 of the SE 1/4 of Section 16, Township 22 South, Range 3 West and run Northerly along the East side of said Quarter-Quarter for 22.19 feet;

✓ *Lange Simpson*

thence turn an angle of 133 degrees 27 minutes to the left and run 311.85 feet to the point of beginning, this point of beginning being the P. C. of a curve at Station 59+57.8 of State Highway 119; from the point of beginning continue in the same direction along the West right of way of said highway for 90.85 feet to a 3/4" galvanized iron pipe; thence turn an angle of 91 degrees 05 minutes to the right and run Northwesterly for 141.31 feet to a 2 1/2 cast iron pipe; thence turn an angle of 90 degrees 22 minutes to the right and run 177.23 feet to a point on the South right of way of Villa Street; thence turn an angle of 90 degrees 00 minutes to the right and run 138.03 feet, more or less, along the South right of way of Villa Street to the West right of way of Highway 119; thence turn an angle of 89 degrees 21 minutes to the right and run along the West right of way of Highway 119 for 85.53 feet to the point of beginning, being situated in Shelby County, Alabama.

Parcel II:

Lots 1, 2, 3 and 9, according to D-Vallo Subdivision, as recorded in Map Book 5, pages 50 and 51, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Ad valorem taxes for the year 1991 and taxes for all subsequent years.
2. Right of way to Alabama Power Company recorded in Volume 262, Page 333, in said Probate Office.
3. Coal, oil, gas and other mineral interests in, to or under the land herein described not owned by Grantor.
4. Mortgage from Geoffrey M. Wilder and Susan P. Wilder to First Alabama Bank, recorded in Real Volume 427, Page 405, in said Probate Office.

together with all rents and other revenues thereof and all rights, privileges, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as the Mortgaged Property) shall be deemed realty and conveyed by this Accommodation Mortgage.

TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, its successors and assigns forever.

And for the purpose of further securing the payment of the Note and any renewal or extensions thereof, the Mortgagors covenant and agree as follows:

1. That they are lawfully seized in fee and possessed of the Mortgaged Property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title thereto against the lawful claims of all persons whomsoever, and that the Mortgaged Property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay all taxes, assessments, or other liens taking priority over this Accommodation Mortgage when imposed legally upon the Mortgaged Property and should default be made in the payment of same, or any part thereof, the Mortgagee may pay the same.

3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and in such companies as may be satisfactory to the Mortgagee against loss by fire and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with the Mortgagee policies for such insurance and will pay the premium therefor as the same become due. If Mortgagors fail to keep said property insured as above specified, the Mortgagee may insure said property for its insurable value against loss by fire and other hazards for the benefit of the Mortgagee, the proceeds of such insurance, if collected, to be credited on the indebtedness secured by this Mortgage, less cost of collecting same, or to be used in repairing or reconstructing the premises as the Mortgagee may elect. All amounts so expended by the Mortgagee for insurance or for the payment of taxes, assessments or any other prior liens shall become a debt due the Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this Accommodation Mortgage and shall bear interest at the highest legal rate from date of payment by the Mortgagee and at the election of the Mortgagee, and without notice to any person the Mortgagee may declare the entire indebtedness secured by this Accommodation Mortgage due and payable and this Accommodation Mortgage subject to foreclosure and same may be foreclosed as hereinafter provided.

4. To take good care of the Mortgaged Property above described and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.

5. That no delay or failure of the Mortgagee to exercise any option to declare the maturity of any debt secured by this Accommodation Mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present default on the part of the Borrower or the Mortgagors, and that the procurement of insurance or payment of taxes by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagors to procure such insurance or to pay such taxes, it being agreed that no terms or conditions contained in this Accommodation Mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee.

6. That Borrower will well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable.

7. That after any default on the part of the Borrower or the Mortgagors, the Mortgagee shall, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this mortgage, be entitled as a matter of right to the appointment by any competent court or tribunal without notice to any party, of a receiver of the rents, issues and profits of the Mortgaged Property, with power to lease and control the Mortgaged Property and with such other powers as may be deemed necessary, and that a reasonable attorney's fee shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of the Mortgaged Property.

8. That all the covenants and agreements of the Mortgagors herein contained shall extend to and bind their heirs, executors, administrators and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of successors or assigns of the Mortgagee.

9. That the debt hereby secured shall at once become due and payable and this Accommodation Mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama relating to the liens of mechanics and materialmen, without regard to the 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.

10. If all or any part of the Mortgaged Property or any interest therein is sold or transferred by Mortgagors without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Accommodation Mortgage,

(b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Accommodation Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Mortgaged Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagors notice of acceleration. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Mortgagors may pay the sums declared due. If Mortgagors fail to pay such sums prior to the expiration of such period Mortgagee may, without further notice or demand on Mortgagors, invoke any remedies permitted hereunder.

11. Plural or singular words used herein to designate the undersigned Mortgagors shall be construed to refer to the maker or makers of this Accommodation Mortgage, whether one or more persons or a corporation.

UPON CONDITION, HOWEVER, that if the Borrower shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and if Mortgagors shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of the indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by the Mortgagee under the authority of any of the provisions of this Accommodation Mortgage or should the interest of the Mortgagee in the Mortgaged Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon so as to endanger the debt hereby secured, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this Accommodation Mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the Mortgaged Property shall be charged against the owner of this Accommodation Mortgage or should at any time any of the stipulations contained in this Accommodation Mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the Mortgagors fail to do and perform any other act or

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thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same as may not, as of said date, have been paid, with interest thereon, shall at once become due and payable and this Accommodation Mortgage subject to foreclosure at the option of the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the Mortgaged Property hereby conveyed and after or without taking such possession to sell the same before the County Court House door in Columbiana, Shelby County, Alabama at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three (3) consecutive weeks prior to said sale in some newspaper published in said County, and upon the payment of the purchase money the Mortgagee, or owner of the debt and this Accommodation Mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the Mortgaged Property sold. The Mortgagee shall apply the proceeds of said sale: First, to the expense of advertising, selling and conveying the Mortgaged Property including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness secured hereby and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the Mortgagors or to whomsoever then appears of record to be the owner of the Mortgaged Property. The Mortgagee may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of April, 1991.

 (SEAL)
GEOFFREY M. WILDER

 (SEAL)
SUSAN P. WILDER

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that GEOFFREY M. WILDER and wife, SUSAN P. WILDER, whose names 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 12th day of April, 1991.

Katherine Harvey
Notary Public

My commission expires:

3-7-92

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1. Road Tax	
2. Misc. Tax	
3. Notary Fee	10.00
4. In Rec.	13.50
5. No.	3.00
6. Court	1.00
Total	22.50

10.00 paid

STATE OF ALA. SHERIFF
I CERTIFY THAT
INSTRUMENT WAS FILED

91 APR 22 PM 2: 54

JUDGE OF PROBATE

