

This instrument was prepared by

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Form 1-1-22 Rev. 1-86

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

G & O Investments, A Partnership

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
Commerce Developers, Inc.

(hereinafter called "Mortgagee", whether one or more), in the sum
of Forty Thousand and no/100 ----- Dollars
(\$ 40,000.00), evidenced by a Real Estate Note/Mortgage of even date

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

G & O Investments, A Partnership

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:

Commence at the southwest corner of the NE 1/4 of the SE 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama and run thence South 88 degrees 33 minutes 56 seconds East along the south line of said quarter-quarter section a distance of 174.65 feet to a point on the westerly right of way line of Interstate Highway NO. I-65; thence run along said right of way line in a curve to the right having a central angle of 1 degrees 29 minutes 31 seconds and a radius of 5,854.58 feet a distance of 152.45 feet to the P.T. of said curve; thence continue along the tangent of said curve and the same said right of way line in a northeasterly direction a distance of 1,053.01 to the point of beginning of the property being described; thence continue along last described course a distance of 191.92 feet to a point; thence turn a deflection angle of 111 degrees 24 minutes 45 seconds to the left and run westerly a distance of 163.46 feet to a point on the easterly margin of a storm drainage channel or canal in a curve to the right having a central angle of 41 degrees 35 minutes 39 seconds and a radius of 147.00 feet; thence run southwesterly along said margin of said channel an arc distance of 106.72 feet to the P.T. of said channel curve; thence continue along the tangent of said curve a distance of 73.11 feet to the P.C. of a channel curve to the left having a central angle of 28 degrees 40 minutes 11 seconds and a radius of 580.01 feet; thence continue along the arc of said channel margin an arc distance of 290.23 feet to a point; thence 90 degrees 00 minutes 00 seconds left from tangent and run southeasterly a distance of 1.96 feet to a point on the arc of a cul-de-sac curve to the right having a central angle of 118 degrees 36 minutes 43 seconds and a radius of 80.0 feet; thence run along the arc of said cul-de-sac radius and the property line of said cul-de-sac an arc distance of 165.61 feet to a point; thence turn 77 degrees 30 minutes 00 seconds from tangent and run east-northeasterly a distance of 343.71 feet to the point of beginning. Situated in Shelby County, Alabama.

According to the survey of Joseph E. Conn, Jr. Inst. # 1993-109286, dated December 10, 1992.

Wallace Watson

01/05/1993-00224
12:58 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

Said property is warranted free from all incumbrances 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 payment of said indebtedness, 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; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal 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 the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, 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 or assigns, additional to the debt hereby specially secured, 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.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and 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 assigns, 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 or assigns 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, 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, 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 incumbrances, with interest thereon; 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 balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree 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

G & O Investments, A Partnership, has executed this instrument in its name by
Dewey C. Green, its General Partner, who is duly duly authorized and
have hereunto set his signature and seal, this day of December, 19 92

Dewey C. Green, as General Partner of (SEAL)
G & O Investments, A Partnership (SEAL)
Constantine N. Stakianis (SEAL)
Constantine N. Stakianis (SEAL)

THE STATE of

COUNTY }

I,
hereby certify that

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

whose name signed to the foregoing conveyance, and who 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 official seal this day of , 19
Notary Public.

THE STATE of ALABAMA
SHELBY

COUNTY }

I, the undersigned authority
hereby certify that Dewey C. Green

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

whose name as G & O Investments, A Partnership
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 the day of December , 19 92

Notary Public

TO

MORTGAGE DEED

Inst # 1993-00224

01/05/1993-00224
12:58 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCP 69.00

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama

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