

MORTGAGE

THE STATE OF ALABAMA)
COUNTY OF Chilton

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas, the undersigned grantor, Edward A. Dalenta justly indebted to Kitchen Distributor's, Inc. in the sum of Six Thousand Nine Hundred Ten and 49/100 Dollars (\$6,910.49) as evidence by a promissory waiver note for said amount bearing even date with the instrument, and due and payable on or before the 10th day of January, 1994. And being desirous of securing the punctual payment of said note for Six Thousand Nine Hundred Ten and 40/100 Dollars (\$6,910.49) at maturity Edward A. Dalenta has this day granted, bargained, sold and conveyed unto the said Kitchen Distributor's, Inc. their heirs and assigns, the following described property, situated in Shelby County, State of Alabama, to wit:

Lot 6 according to the Survey of Sandpiper Trail Subdivision, Sector II, as recorded in Map Book 12 Pages 44, 45, 46 and 47 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

This conveyance and the covenants of title herein are made subject to any and all restrictions, reservations, easements, rights of way and covenants of record in said County affecting said property, any matter and state of facts that would be disclosed by accurate survey and inspection of said premises.

Mineral and mining rights excepted.

Subject to a first mortgage held by Secor Bank.

warranted free from all encumbrance and against any adverse claims.

TO HAVE AND TO HOLD, all of the above described property, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the same, to the said Kitchen Distributor's, Inc., thier heirs and assigns forever.

Now, the conditions of the above conveyances are such that if Edward A. Dalenta pay or cause to be paid the hereinbefore described note when the same falls due, then this conveyance is to cease and to be void; but should Edward A. Dalenta make default in the payment of said note in whole or in part at maturity, then the said Kitchen Distributor's, Inc. their agent or attorney or his assigns, their agent or attorney, may take possession of said property and with or without possession, sell the same either on the premises or at the Court House door of said County, at public outcry, to the highest bidder for cash, after having given twenty (20) days notice of the time, place and terms of such sale, by posting notices at three (3) public places in said County and apply the proceeds of such sale as follows: First, to the payment of all the costs and expenses incident to such sale and conveyances, including a reasonable attorney's fee. Second, to the payment of what may be due on the hereinbefore described note to Kitchen Distributor's, Inc., and the surplus, if any, to be turned over to to Edward A. Dalenta or his legal representatives.

P.O. Box 10463
Bilham, AL
35201

01/06/1994-00408
11:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCO 21.50

Inst # 1994-00408

And in the event of sale of any of the hereinbefore described property, or any part thereof under the power of sale herein contained, the said Kitchen Distributor's, Inc., thier agent or assigns, at such sale, the agent or attorney making the sale is hereby authorized and empowered to execute to him or them a property conveyance for the lands so purchased. And Edward A. Dalenta will for his heirs and administrators, covenant with the said Kitchen Distributor's, Inc. and forever defend them the quiet and peaceful possession of the same, against the lawful claims of all persons whomsoever, I agree to pay all taxes or assessments, when imposed legally on said property, within thirty (30) days after the same becomes delinquent.

Given under my hand and my seal, this the 9th day of December, 1993.

Donna M. Waldorf
WITNESS

Edward A. Dalenta
(SEAL)

WITNESS

(SEAL)

(SEAL)

THE STATE OF ALABAMA)
COUNTY OF Chilton

I, the undersigned, in and for said County and State, hereby certify that Edward A. Dalenta, whose name 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, did execute the same voluntarily, on the day the same bears date.

Given under my hand, this the 9th day of December, 1993.

Donna M. Waldorf
Notary Public

My Commission Expires: 03-21-97

Inst # 1994-00408

01/06/1994-00408
11:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 21.50