

The true consideration of this instrument is \$200,000.00 with the remaining being interest and miscellaneous charges.

**THE STATE OF ALABAMA
JEFFERSON COUNTY**

MORTGAGE

THIS MORTGAGE, made and entered into on this, the **23** day of **February**, 19 **94**, by and between
D.A.S. Properties, Inc.

parties of the first part, and UNION STATE BANK, Birmingham, Alabama, party of the second part,

WITNESSETH, THAT WHEREAS, parties of the first part are justly indebted to party of the second part in the sum of **Two hundred thousand and no/100**-----

(\$200,000.00)

Dollars,

evidenced by one or more promissory note(s), payable at Union State Bank, Birmingham, Alabama. The balance of the said indebtedness with all interest thereon matures and is payable on the **DEMAND** day of _____, 19 _____, or in monthly installments of \$ _____ each, commencing on the _____ day of _____, 19 _____, and on the _____ day of each month thereafter until entire amount, principal and interest, is fully paid.

NOW, THEREFORE IN CONSIDERATION of said indebtedness and in order to secure the same, and any other indebtedness or obligation of parties of the first part, or either of them, to party of the second part, whether as principal debtor, endorser, guarantor, or otherwise, whether now existing or hereafter incurred, parties of the first part do hereby grant, bargain, sell and convey unto party of the second part the following described property, to-wit:

SEE EXHIBIT A

Inst # 1994-07578

03/08/1994-07578
03:45 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 313.50

Inst # 1994-07578

This instrument was prepared by Charles Waldrop, Vice President, Union State Bank, Birmingham Al.

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto party of the second part, its successors or assigns, in fee simple.

And parties of the first part, for themselves, their heirs, successors and assigns, do hereby covenant with party of the second part that they are lawfully seized in fee of the said premises; that they have a good right to sell and convey the same; that said premises are free from encumbrance; and that they warrant and will forever defend the title to said premises against the lawful claims and demands of all parties whomsoever.

This conveyance is upon condition, however, that, if parties of the first part shall pay and discharge the indebtedness hereby secured and each installment thereof as the same matures and shall perform each and every covenant herein contained, then this conveyance shall become null and void. But if said parties of the first part should make default in the payment of said indebtedness, or any installment thereof, or the interest thereon, or should they fail to keep any covenant in this mortgage contained, or should they be adjudicated bankrupt, or should the interest or party of the second part in said property become endangered by reason of the enforcement of any other lien or encumbrance thereon, or should a receiver be appointed for parties of the first part, then, in any such event, at the election of party of the second part the entire indebtedness secured hereby shall become immediately due and payable, whether due by the terms hereof or not; and party of the second part, its agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the courthouse door of the county in which said property is located, after giving notice of the time, place and terms of sale by publication once a week for three successive weeks in a newspaper published in said county or by giving notice in any other manner authorized by law.

And said party of the second part is authorized, in case of sale under the power herein contained, to execute a conveyance to the purchaser, conveying all the right and claim of said parties of the first part in and to said premises, either at law or in equity. And said party of the second part may purchase said property at any sale hereunder and acquire title thereto as a stranger, and in case of a purchase by party of the second part, said party of the second part, or any person authorized by it in writing, shall have the power to convey all the right, title and interest of parties of the first part in and to said premises by a deed to the party of the second part.

Out of the proceeds of sale party of the second part shall pay, first the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee of not less than ten percent of the amount of the indebtedness then due; secondly, the amount of the indebtedness due and owing to party of the second part hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that party of the second part may have paid as herein provided; and lastly, the surplus, if any, shall be paid over to parties of the first part, their heirs or assigns.

Parties of the first part covenant that they will pay all taxes and assessments that may be levied against said property, and that they will insure, and will keep insured, the improvements thereon against loss by fire, windstorm and such other perils as may be required or designated by party of the second part, in insurance companies that are acceptable to party of the second part, for their reasonable insurable value and in no event less than the amount of the indebtedness secured by this mortgage. The original policies evidencing said insurance shall be delivered to and kept by party of the second part and shall contain loss clauses acceptable to party of the second part, providing for payment in the event of loss to party of the second part as its interest may appear; and in case of the failure of parties of the first part to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure the improvements on said property, party of the second part may, at its option, either pay said taxes and assessments and procure said insurance; and the amount of taxes, assessment or insurance premiums as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness herein above described; or party of the second part may, at its election, proceed to foreclose this mortgage.

Parties of the first part covenant and agree that until all of the indebtedness secured hereby is paid in full, they will not sell, convey, mortgage or otherwise alienate said property, and will not create or suffer any other lien or encumbrance to be created against same, other than taxes and assessments lawfully levied by governmental authorities, without the written consent of party of the second part.

IN WITNESS WHEREOF, parties of the first part have hereto set their hands and seals, on this, the day and year herein first above written.

D.A.S. Properties, Inc

(L. S.)

Robert Schilli

(L. S.)

(L. S.)

David Schilli

(L. S.)

THE STATE OF ALABAMA }
JEFFERSON COUNTY }

I, _____, a Notary Public in and for said State and County, hereby certify that _____ and _____ whose name/names are signed to the foregoing conveyance, and who is/are 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 seal on the 23 day of Feb, 1994

Notary Public

THE STATE OF ALABAMA }
JEFFERSON COUNTY }

I, _____ the undersigned _____, a Notary Public in and for said State and County, hereby certify that Robert Schilli and David Schilli whose name(s) as Vice President and _____ respectively, of D.A.S. Properties, Inc, a corporation, is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they as such officer(s) and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal on the 23rd day of February, 1994

MY COMMISSION EXPIRES NOVEMBER 15, 1997

Notary Public

EXHIBIT "A"

Begin at the mid-point of the East side of Section 5, Township 24 North, Range 13 East and proceed North 6 deg. 00 min. West along Section line a distance of 933.09 feet to the Southeast corner of property now owned by Everett Wayne Snell; thence run West along the South line of said Snell property a distance of 175.0 feet to the Southwest corner of same; thence run North along the West line of said Snell property a distance of 100.0 feet to the South line of Alabama Highway No. 25; thence West along the South right of way line of said Highway a distance of 25.0 feet; thence South and parallel with the East line of said Section line a distance of 1033.09 feet; more or less, to the South line of SE 1/4 of NE 1/4 of said Section 5; thence run East along the South line of said 1/4 1/4 a distance of 200 feet to the point of beginning.

Also a parcel of land situated in the SE 1/4 of NE 1/4 of Section 5, Township 24 North, Range 13 East and in the SW 1/4 of the NW 1/4 of Section 4, Township 24 North, Range 13 East, and more particularly described as follows:

Begin at the mid-point of the East side of Section 5, Township 24

North, Range 13 East and proceed North 6 deg. 00 min. West along said line 933.09 feet to the point of beginning of said tract; thence at an angle of 30 deg. 56 min. to the right a distance of 166.7 feet to the South boundary of Alabama Highway 25; thence at an angle of 121 deg. 03 min. to the left and along said South boundary a distance of 60.0 feet to the East side of said Section 5; thence continue along same 175.0 feet; thence at an angle of 89 deg. 53 min. to the left a distance of 100.0 feet; thence at an angle of 90 deg. 07 min. to the left a distance of 175.0 feet to the point of beginning.

Less and except the following:

The following described property, lying and being in Shelby County, Alabama, and more particularly described as follows (and as also shown on the right of way map of Project No. ST-44-10 on record in the State of Alabama Highway Department and recorded in the Office of the Judge of Probate of Shelby County, Alabama and as shown on the Property Plat attached to the Decree of Condemnation in Case No. 31-091, in the Probate Court of Shelby County, Alabama, recorded as Instrument No. 1992-29177:

Commencing at the southwest corner of SW 1/4 of NW 1/4, Section 4, Township 24 North, Range 13 East; thence northerly along the West line of said SW 1/4 of NW 1/4, a distance of 1020 feet, more or less, to a point that is 35 feet southeasterly of and at right angles to the centerline of Project No. S-44-10 and the point of beginning of the property herein; thence South 86 deg. 45 min. 17 sec., West, parallel with the centerline of said project, a distance of 200 feet, more or less, to the west property line; thence northerly along said west property line a distance of 10 feet, more or less, to the present south right of way line of Alabama Highway No. 25; thence easterly along said south right of way line a distance of 260 feet, more or less, to the southeast property line; thence southwesterly along said southeast property line, a distance of 10 feet, more or less to a point that is 35 feet southeasterly of and at right angles to the centerline of said project; thence South 86 deg. 45 min. 17 sec. West, parallel with the centerline of said project, a distance of 55 feet, more or less, to the point of beginning. Said strip of land lying in the SE 1/4 of NE 1/4 Section 5 and SW 1/4 of NW 1/4 Section 4, Township 24 North, Range 13 East.

All being situated in Shelby County, Alabama.

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