This instrument was prepared by

(Name) John R. Lavette, Attorney at Law

(Address) 2131 Third Avenue North, Birmingham, AL 35203

Form 1-1-22 Rev. 1-86
MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY of SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Inst # 1994-19296

Amir H. Ashtarani, an un-married man

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Hossein Nilipour and Sohrab Fallahi

(hereinafter called "Mortgagee", whether one or more), in the sum of Three Hundred Thousand and no/100---------------- Dollars ($ 300,000.00), evidenced by revolving notes to include future advances over and above the amount set out herein.

This mortgage is given to secure the stated indebtedness herein and to secure any other amount that the mortgagee or assigns of mortgagee may advance to the mortgagor before the payment in full of the mortgage indebtedness.

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,

Amir H. Ashtarani

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:

Part of the S½ of the SE¼ of Section 22 and part of the North ½ of the NE¼ of Section 27 all in Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Southwest corner of the SE¼ of said Section 22, thence in a northerly direction along the west line of said SE¼ for a distance of 786.51 feet to an existing iron pin; thence turn an angle to the right of 90°01'06" and run in an easterly direction for a distance of 416.97 feet to an existing iron pin; thence turn an angle to the left of 89°58'36" and run in a northerly direction for a distance of 483.68 feet to an existing iron pin being on the south right-of-way line of Shelby County Highway No. 80; thence turn an angle to the right of 78°28'48" and run in a northeasterly direction along the south right-of-way line of said Shelby County Highway No. 80 for a distance of 952.00 feet to an existing iron pin; thence turn an angle to the right of 101°45' and run in a southwesterly direction for a distance of 550.04 feet to an existing iron pin; thence turn an angle to the right of 33°20'44" and run in a southwesterly direction for a distance of 293.70 feet to an existing iron pin; thence turn an angle to the left of 29°43' and run in a southwesterly direction for a distance of 1239.61 feet to an existing iron pin; thence turn an angle to the left of 95°25'33" and run in an easterly direction for a distance of 1623.00 feet to an existing iron pin being on the east line of the NE¼ of Section 27; thence turn an angle to the right of 90°22'03" and run in a southerly direction along said East line of said NE¼ for a distance of 799.41 feet to an existing iron pin being the SE corner of the NE¼ of the NE¼ of said Section 27; thence turn an angle to the right of 91°05'05" and run in a westerly direction for a distance of 1969.37 feet to an existing iron pin; thence turn an angle to the right of 88°31'06" and run in a northerly direction for a distance of 1314.59 feet to an existing iron pin; thence turn an angle to the left of 89°00'35" and run in a westerly direction for a distance of 718.23 feet, more or less, to the point of beginning, containing 73.274 acres, more or less.

This property is not the homestead property of the Mortgagor.

Inst # 1994-19296

06/16/1994-19296
03:16 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 461.00

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 Amir H. Ashtarani, a married man
un AA

have hereunto set his signature and seal, this 2nd day of June, 1994.

Amir H. Ashtarani ....(SEAL)
AMIR H. ASHTARANI

....(SEAL)

....(SEAL)

....(SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Amir H. Ashtarani, a un married man,

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 he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of June, 1994

[signature] Notary Public. comm ex 6-13-97

THE STATE of
COUNTY

I, , a Notary Public in and for said County, in said State, hereby certify that

whose name as of
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 , 19

...., Notary Public

RETURN TO:
STEWART, DAVIS & HUMPHREY, P.C.
3800 COLONNADE PKWY - SUITE 650
BIRMINGHAM, ALABAMA 35243

Return to: H Nilipour 2544 18th St. So. Bham AL 35209

A ASHTARANI

TO

H. NILIPOUR AND S. FALLAHI

MORTGAGE DEED

Inst # 1994-19296

06/16/1994-19296
03:16 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 461.00

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