

HIS INSTRUMENT PREPARED BY:

ame: James F. Burford, III  
ddress: 100 Vestavia Office Park, Suite 200-A  
Birmingham, Alabama 35216

MORTGAGE

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned KADCO, INC.,  
is/are justly indebted to UNION STATE BANK, BIRMINGHAM, ALABAMA in the sum of One Hundred Sixty Thousand  
and No/100 Dollars (\$ 160,000.00 ) evidenced by promissory note bearing even date herewith  
and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the  
undersigned, KADCO, INC., do, or does, hereby grant, bargain, sell and convey unto the said  
UNION STATE BANK, BIRMINGHAM, ALABAMA (hereinafter called Mortgagee) the following described real property  
situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION.

All sums due under the note secured by this Mortgage shall be at once due and payable upon the sale or conveyance of any  
interest in the property conveyed herein by Mortgagor.

Inst # 1995-29885

10/18/1995-29885  
04:09 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 256.00

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the  
payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and  
should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said  
indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning  
and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said  
Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies, or any  
renewals 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 said Mortgagee has the option of insuring property for said sum for the benefit  
of said Mortgagee, 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, additional to the debt hereby specially  
secured, and shall be covered by the mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and  
payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts  
Mortgagee may have expended for taxes, assessments and insurance, and the interest, then this conveyance to be null and void,  
but should default be made in payment of any sum expended by the said Mortgagee, 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 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, or if any  
statement of lien is filed under the Statutes of Alabama relating to Liens of mechanics and materialmen without regard to 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, 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 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, in some newspaper published in  
said County and State, to sell the same in lots or parcels, on en masse, as Mortgagee may deem best, in front of the Courthouse door  
in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said sale, First, to the expense of  
advertising, selling and conveying, including a reasonable attorney's fee; Second, to payment of any amounts that may have been  
expended, or that it may necessary then to expended in paying insurance, taxes, or other incumbrances, with interest thereon; Third,  
to 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 remainder, if any, to be turned over to the said Mortgagor; and  
the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor,  
as through a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed  
to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree  
to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed,  
said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons,  
or to the corporation named as a grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage  
in hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successor and agents and  
assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 18 day of OCT., 1995.

AUTION: YOU MUST THOROUGHLY READ THIS CONTRACT BEFORE SIGNING IT.

KADCO, INC.

By:  
Its:

Charles B. Long  
President  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

General Acknowledgement

I, the undersigned, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby  
certify that \_\_\_\_\_ 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  
My Commission Expires: \_\_\_\_\_

State of ALABAMA )  
County of JEFFERSON )

Corporate Acknowledgment

I, the undersigned, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby  
certify that CHARLES G. KILPATRICK JR. as \_\_\_\_\_ President of KADCO, INC.  
\_\_\_\_\_, 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 the 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 18 day of OCTOBER, 1995.

Notary Public  
My Commission Expires: 3.1.96

**EXHIBIT "A"**

STATE OF ALABAMA )

:

SHELBY COUNTY )

**DESCRIPTION:**

COMMENCE AT THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 1 WEST; THENCE RUN SOUTH 0-00'00" WEST, ALONG THE WEST LINE OF SAID 1/4-1/4, A DISTANCE OF 506.48 FEET TO THE POINT OF BEGINNING, SAID POINT BEING SITUATED ON THE SOUTHERLY RIGHT OF WAY LINE OF MEADOW RIDGE ROAD AS RECORDED IN MAPBOOK 9, PAGE 11, SAID POINT ALSO BEING SITUATED ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 2-52'47" A RADIUS OF 1658.48 FEET, A CHORD BEARING OF SOUTH 60-28'02" WEST; THENCE RUN ALONG THE ARC, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 83.36 FEET; THENCE RUN SOUTH 61-54'25" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 285.00 FEET; THENCE RUN NORTH 83-42'25" EAST A DISTANCE OF 200.00 FEET; THENCE RUN SOUTH 64-01'28" EAST A DISTANCE OF (DEED 40.51') 41.46 FEET; THENCE RUN SOUTH 39-02'11" EAST A DISTANCE OF 139.52 FEET TO A POINT ON THE EAST LINE OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 1 WEST, THENCE RUN SOUTH 0-00'00" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 622.11 FEET TO A POINT BEING SITUATED ON THE NORTHWESTERLY LINE OF LOT 8, MEADOW BROOK 3RD SECTOR AS RECORDED IN MAPBOOK 7, PAGE 66; THENCE RUN NORTH 59-30'49" EAST ALONG THE NORTHWESTERLY LINE OF LOTS 8, 7 AND 6, A DISTANCE OF 379.28 FEET TO THE NORTHWEST CORNER OF LOT 5 OF SAID MEADOW BROOK 3RD SECTOR; THENCE RUN NORTH 57-30'49" EAST, ALONG THE NORTHWESTERLY LINE OF LOTS 5 AND 4, A DISTANCE OF 307.59 FEET TO THE NORTHWEST CORNER OF LOT 3 OF SAID MEADOW BROOK 3RD SECTOR; THENCE RUN NORTH 63-30'49" EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 63.55 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF CUMBERLANDS ADDITION TO MEADOW BROOK AS RECORDED IN MAPBOOK 9, PAGE 126; THENCE RUN NORTH 31-10'13" WEST, ALONG SAID LOT 2, A DISTANCE OF 155.00 FEET; THENCE RUN NORTH 15-18'03" EAST, ALONG SAID LOT 2 AND LOT 1, A DISTANCE OF 225.00 FEET; THENCE RUN NORTH 51-06'14" EAST, ALONG SAID LOT 1, A DISTANCE OF 80.00 FEET; THENCE RUN SOUTH 80-49'11" EAST, ALONG SAID LOT 1, A DISTANCE OF 140.00 FEET, TO THE EASTERLY CORNER OF LOT 1 OF SAID CUMBERLANDS ADDITION TO MEADOW BROOK, THENCE RUN NORTH 51-28'19" WEST A DISTANCE OF 244.09 FEET TO THE SOUTHWEST CORNER OF LOT 31 MEADOW BROOK TOWNHOMES AS RECORDED IN MAPBOOK 10, PAGE 2; THENCE RUN NORTH 46-45'16" WEST, ALONG THE WEST LINE OF SAID LOT 31, A DISTANCE OF 6.00 FEET, TO THE RIGHT OF WAY LINE OF MEADOW CROFT LANE; THENCE RUN SOUTH 43-14'44" WEST, ALONG SAID RIGHT



OF WAY LINE, A DISTANCE OF 50.50 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 148-13'08" A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 62-38'40" WEST; THENCE RUN ALONG THE ARC, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 129.35 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 58-13'10" A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 17-38'40" WEST; THENCE RUN ALONG THE ARC, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 25.40 FEET; THENCE RUN NORTH 46-45'16" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 41.24 FEET TO THE SOUTHEAST CORNER OF LOT 43 OF MEADOW BROOK TOWNHOMES PHASE 2, 1ST SECTOR AS RECORDED IN MAPBOOK 12, PAGE 41; THENCE RUN SOUTH 43-14'44" WEST, ALONG THE SOUTHERLY LINE OF LOTS 43, 42, 41, 40, 39 AND 38, A DISTANCE OF 153.05 FEET TO THE SOUTHWEST CORNER OF SAID LOT 38; THENCE RUN NORTH 46-45'16" WEST, ALONG THE WESTERLY LINE OF SAID LOT 38, A DISTANCE OF 88.78 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MEADOW CROFT CIRCLE SAID POINT BEING SITUATED ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 1-03'39" A RADIUS OF 648.43 FEET, A CHORD BEARING OF SOUTH 54-42'55" WEST; THENCE RUN ALONG THE ARC, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 12.01 FEET; THENCE RUN NORTH 34-45'16" WEST A DISTANCE OF 60.00 FEET TO A POINT SITUATED ON THE SOUTH LINE OF LOT 6 OF MEADOW BROOK TOWNHOMES PHASE 2, 1ST SECTOR; THENCE RUN SOUTH 55-14'44" WEST, ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 6.45 FEET; THENCE RUN NORTH 46-45'29" WEST, ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 92.55 FEET TO A POINT SITUATED ON THE SOUTHERLY RIGHT OF WAY LINE OF MEADOW RIDGE ROAD AS RECORDED IN MAPBOOK 9, PAGE 11, SAID POINT BEING SITUATED ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 7-44'32" A RADIUS OF 1658.48 FEET, A CHORD BEARING OF SOUTH 55-09'23" WEST; THENCE RUN ALONG THE ARC, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 224.11 FEET TO THE POINT OF BEGINNING CONTAINING 18.96 ACRES MORE OR LESS AND SUBJECT TO ANY RIGHTS OF WAYS AND EASEMENTS OF RECORD.

Inst # 1995-29885

Inst # 1995-29885

10/18/1995-29885  
04:09 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 256.00