

This instrument was prepared by

(Name) James E. Roberts, Attorney at Law

(Address) P. O. Box 370004
Birmingham, AL 35237

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Jefferson

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Shelby Concrete, Inc., an Alabama corporation,

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

Joseph A. DeMarco, Jr.

(hereinafter called "Mortgagee", whether one or more), in the sum

of One Hundred Fifty Nine Thousand One Hundred Twenty and no/100 ----- Dollars
(\$ 159,120.00), evidenced by that certain Promissory Note dated of even date herewith.

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,

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:

See Exhibit A for legal description attached hereto.

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Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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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.

have hereunto set signature and seal, this 26th day of October , 19 95

• SHELBY CONCRETE, INC. (SEAL)

Bobby Knox (SEAL)

By: Bobby Knox, Its: President (SEAL)

_____ (SEAL)

COUNTY

I, _____, 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.

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that Bobby Knox
whose name as President of Shelby Concrete, 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 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 26th day of October, 19 95

My commission expires: 2/7/96 Rhonda B. Joombis, Notary Public

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA

600 20TH STREET NORTH
BIRMINGHAM, ALABAMA 35203-2693
(205) 251-2871

LT006

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EXHIBIT A
PARCEL 3
LEGAL DESCRIPTION

STATE OF ALABAMA
SHELBY COUNTY

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 3 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 14; THENCE IN AN EASTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID 1/4-1/4 SECTION, A DISTANCE OF 224.42 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD; THENCE 38 DEGREES, 57 MINUTES, 10 SECONDS RIGHT, IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 2099.0 FEET; THENCE 37 DEGREES, 16 MINUTES, 34 SECONDS LEFT, IN AN EASTERLY DIRECTION, A DISTANCE OF 506.36 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE MONTEVALLO TO ASHVILLE ROAD; THENCE 98 DEGREES, 09 MINUTES, 11 SECONDS LEFT, IN A NORTHERLY DIRECTION ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 107.27 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD; THENCE 20 DEGREES, 35 MINUTES LEFT, IN A NORTHWESTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1426.94 FEET TO THE BEGINNING OF CURVE TO THE LEFT HAVING A RADIUS OF 1902.45 FEET; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE A DISTANCE OF 193.45 FEET TO THE POINT OF BEGINNING; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1902.45 FEET AND A CENTRAL ANGLE OF 16 DEGREES, 13 MINUTES, 43 SECONDS, A CURVE DISTANCE OF 538.96 FEET; THENCE 132 DEGREES, 16 MINUTES, 43 SECONDS LEFT, FROM TANGENT OF SAID CURVE IN A SOUTHERLY DIRECTION A DISTANCE OF 544.89 FEET; THENCE 110 DEGREES, 56 MINUTES, 25 SECONDS LEFT, IN A NORTHEASTERLY DIRECTION A DISTANCE OF 366.66 FEET TO THE POINT OF BEGINNING. CONTAINING 2.30 ACRES MORE OR LESS.

INCLUDING THAT CERTAIN EASEMENT FOR INGRESS/EGRESS RESERVED BY GRANTOR IN A CONVEYANCE TO THE CITY OF PELHAM, A MUNICIPAL CORPORATION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 3 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 14; THENCE IN AN EASTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID 1/4-1/4 SECTION, A DISTANCE OF 224.42 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD; THENCE 38 DEGREES, 57 MINUTES, 10 SECONDS RIGHT, IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 2099.0 FEET; THENCE 37 DEGREES, 16 MINUTES, 34 SECONDS LEFT, IN AN EASTERLY DIRECTION, A DISTANCE OF 506.36 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE MONTEVALLO TO ASHVILLE ROAD; THENCE 98 DEGREES, 09 MINUTES, 11 SECONDS LEFT, IN A NORTHERLY DIRECTION ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 107.27 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD; THENCE 20 DEGREES, 35 MINUTES LEFT, IN A NORTHWESTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 55.83 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON THE CENTERLINE OF HEREIN AFTER DESCRIBED 50' INGRESS/EGRESS EASEMENT LYING 25.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, SAID POINT BEING AT THE BEGINNING OF A CURVE HAVING A RADIUS OF 182.40 FEET AND A CENTRAL ANGLE OF 47 DEGREES, 23 MINUTES, 45 SECONDS; THENCE 69 DEGREES, 25 MINUTES LEFT TO TANGENT OF SAID CURVE IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 150.88 FEET TO THE END OF SAID CURVE; THENCE IN A NORTHWESTERLY DIRECTION ALONG A LINE TANGENT TO SAID CURVE, A DISTANCE OF 185.70 FEET; THENCE 5 DEGREES, 18 MINUTES, 54 SECONDS RIGHT, IN A NORTHWESTERLY DIRECTION A DISTANCE OF 194.0 FEET; THENCE 6 DEGREES, 33 MINUTES, 51 SECONDS RIGHT, IN A NORTHWESTERLY DIRECTION A DISTANCE OF 244.07 FEET; THENCE 11 DEGREES, 10 MINUTES, 30 SECONDS RIGHT, IN A NORTHWESTERLY DIRECTION A DISTANCE OF 70.0 FEET TO THE END OF HEREIN DESCRIBED 50' INGRESS/EGRESS EASEMENT.

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