This instrument was prepared by

Mitchell A. Spears

ATTORNEY AT LAW
Post Office Box 119
Montevallo, AL 35115-0119

205/665-5102 205/665-5076

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MORTGAG
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STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

POWER PAPER RECYCLING, INC.

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

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And Whereas, Mortgagors agreed, in incurring said indebtedness, the last mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

POWER PAPER RECYCLING, INC.

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:

A parcel of land located in the south half of section 9, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of the North half of the South half of the Northeast Quarter of the Southwest Quarter of Section 9, Township 22 South, Range 2 West, being the point of beginning; thence run East along the Quarter line 182.78 feet to the Westerly right of way of U. S. Highway No. 31; thence right 94 degrees 59 minutes 15 seconds Southerly along the Westerly right of way 16.91 feet to a concrete monument; thence right 86 degrees 03 minutes 19 seconds Westerly along said right of way 25.37 feet; thence left 86 degrees 09 minutes 06 seconds Southerly along the Westerly right of way 286.58 feet; thence right 88 degrees 05 minutes 34 seconds Westerly 300.04 feet; thence left 93 degrees 22 minutes 19 seconds Southerly 45.53 feet; thence right 90 degrees 48 minutes 21 seconds Westerly 294.79 feet to the Easterly right of way of L & N Railroad; thence right 80 degrees 05 minutes 37 seconds Northerly 334.26 feet along said Easterly right of way; thence right 99 degrees 29 minutes 18 seconds Easterly 517.70 feet to the point of beginning.

ALSO, a non-exclusive 25-foot easement for a railroad spur line, being more particularly described as follows:

Commence at an iron pin found at the Northeast corner of the Southwest Quarter of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama; thence run Westerly along the Quarter line 595.28 feet to an iron pin found on the Easterly right of way of L & N Railroad and the point of beginning; thence left 100 degrees 07 minutes 34 seconds Southerly along said Easterly right of way 663.09 feet to an iron pin; thence left 80 degrees 30 minutes 42 seconds 25.35 feet; thence left 80 degrees 30 minutes 42 seconds 662.80 feet to the North line of said Southwest Quarter; thence left 79 degrees 52 minutes 26 seconds 25.40 feet to the point of beginning.

According to survey of Barton F. Carr, RLS #16685, dated October 20, 1995. Situated in Shelby County, Alabama.

THIS IS A PURCHASE MONEY FIRST MORTGAGE, WHICH SHALL BE MON-ASSUMABLE, WITHOUT THE PRIOR WRITTEN CONSENT OF MORTGAGEES.

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

In Have and to Hold the above granted property unto the said Mortgagee, Mortgagee's successors, hers, 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 he 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 sums 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 the 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 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, for 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 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 hidder 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

IN WITNESS W	_		POWER PAPER	10.1			, 19 95
iave hereunto set	ITS	signature	and seal, thi	s 10th	day of	November	, 14 93 (SEAL)
				POPE PA	EN KECY	CLING, INC.	
						ndrickson, II	
				Its: Pre	<u>sident</u>	·	(SEAL)
							(SEALI
THE STATE of		COU	NTY }				
: 6					a Notary F	Public in and for sa	id County, in said state.
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hereby certify th		· · · · · · · · · · · · · · · · · · ·		uha ka	own to me	acknowledged bef	ore me on this day, that
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Given under s	ny nano	and official scal		,			Notary Public
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THE STATE of	ALABA	MA					
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the u	indersi	igned authori Claude F. He	ty ndrickson. Il	ΙΙ			
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whose name as is signed to being informed	the force		a and who is	known to	me ackn	owiedzed before	me on this day, that the same voluntarily fo
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