

THIS INSTRUMENT PREPARED BY:  
JAMES R. MONCUS, JR.  
ATTORNEY AT LAW  
1318 ALFORD AVENUE SUITE 102  
BIRMINGHAM AL 35226

96-233

**MORTGAGE**

STATE OF ALABAMA )  
JEFFERSON COUNTY )

Inst # 1996-25965  
08/12/1996-25965  
09:11 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCB 17.00

KNOW ALL MEN BY THESE PRESENTS; That WHEREAS,

**MIDWAY MEMORY GARDENS FUNERAL HOME, INC, AN ALABAMA CORPORATION, and John M. Renda, Sr. & Betty D. Renda.**

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

**PORTER CAPITAL, CORPORATION, AN ALABAMA CORPORATION**

(hereinafter called "Mortgagee" whether one or more), in the sum of Fifty Thousand and no/100 Dollars (\$50,000.00), evidenced by a promissory note fully executed on 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 other executing this mortgage, do hereby grant, bargain sell and convey unto the Mortgagee the following described real estate situated in **Shelby and Talladega County, State of Alabama**, to-wit:

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.**

69% OF PROPERTY BEING IN TALLADEGA COUNTY AND 31% BEING IN SHELBY COUNTY, ALABAMA.

Subject to all easements, restrictions and rights of way of record, if any.

Said property is warranted free from all encumbrances 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 furnish mortgagee or mortgagee's designated agent the original paid receipt for property taxes on or before December 31st of each year until this mortgage is satisfied 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, if any, 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 interests 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

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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, at the same rate of interest of the indebtedness hereby secured 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 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 Courthouse 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 the 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 Mortgagors have hereunto set their signatures and seals, this 17<sup>th</sup> day of June, 1996.

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 PROBATE

**MIDWAY MEMORY GARDENS FUNERAL HOME, INC.**

BY: John M. Renda  
 ITS: President

John M. Renda  
Betty D. Renda

**MORTGAGE  
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MIDWAY MEMORIAL GARDENS FUNERAL HOME, INC.**

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John M. Renda Sr., whose name as President of Midway Memory Gardens Funeral Homes, Inc., an Alabama 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 and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 17<sup>th</sup> day of June, 1996.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 2/23/2000

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned hereby certify that John M. Renda, Sr. 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 this 17 day of June, 1996.

Given under my hand and official seal this 17 day of June, 1996.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 2/23/2000

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned hereby certify that Betty D. Renda 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 this 17 day of June, 1996.

Given under my hand and official seal this 17 day of June, 1996.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 2/23/2000

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**SHELBY PROPERTY:**

Begin at the intersection of the East right of way of the Central of Georgia Railroad and the West right of way line of Alabama Highway #25 and run in a Northwesterly direction and along the East right of way line of the Central of Georgia Railroad a distance of 468.43 feet to the point of beginning of a curve to the left having a central angle of 1 degree 58 minutes 44 seconds a radius of 4173.36 feet and an arc of 144.6 feet; thence continue along the arc of the last described curve and along the East right of way line of the Central of Georgia Railroad in a Northwesterly direction a distance of 144.16 feet to a point; thence from the tangent of the last described curve and leaving the R.O.W. line of the Central of Georgia Railroad and running in a Northeasterly direction turn an interior angle of 99 degrees 11 minutes 41 seconds and run to the right a distance of 348.78 feet to a point; thence turn an interior angle of 229 degrees 39 minutes 00 seconds and run to the left and in a Northerly direction a distance of 100.21 feet to a point; thence turn an interior angle of 197 degrees 51 minutes 18 seconds and run to the left and in a Northwesterly direction a distance of 30.58 feet to a point on the West right of way line of Alabama Highway #25; thence turn an interior angle of 20 degrees 23 minutes 15 seconds and run to the right and in a Southeasterly direction and along the R.O.W. line of Alabama Highway #25 a distance of 360.39 feet to the point of beginning of a curve to the right having a central angle of 63 degrees 53 minutes 12 seconds a radius of 237.75 feet and an arc of 265.10 feet; thence continuing along the arc of the last described curve and along the West R.O.W. line of Alabama Highway #25 and in a Southeasterly to Southwesterly direction a distance of 265.10 feet to the point of beginning of a compound curve continuing to the right and having a central angle of 7 degrees 58 minutes 34 seconds a radius of 744.26 feet and an arc of 103.61 feet; thence continuing along the arc of the last described curve and along the right of way of Alabama Highway #25 a distance of 103.61 feet to a point; thence tangent to the last described curve and continuing in a Southwesterly direction and along the right of way of Alabama Highway #25, run a distance of 128.20 feet to the point of beginning of a curve to the left having a central angle of 11 degrees 26 minutes 18 seconds a radius of 902.21 feet and an arc of 180.11 feet; thence continuing along the arc of the last described curve and in a Southerly direction and along the right of way of Alabama Highway #25 run a distance of 180.11 feet, more or less, to the point of beginning of the herein described parcel. Being a parcel of land situated in Section 13, Township 18 South, Range 1 East, Shelby County, Alabama.

Mineral and mining rights excepted.

*Wm. M. Renda Jr*  
*Betty D. Renda*

**TALLADEGA PROPERTY:**

A tract of land lying in the South half of Section 8, Township 19, Range 5 East in Talladega County, Alabama, described as follows, to-wit: Beginning at the Northeast corner of the South half of Southwest quarter of Section 8, Township 19, Range 5 East; thence South 525 feet to a point; thence West 1300 feet to a point and which is the point of beginning; thence South 1 degree 40 minutes East 475 feet to a point; thence South 88 degrees West 365 feet to a point; thence North 88 degrees West 500 feet to a point; thence North 78 degrees West 660 feet to a point; thence South 41 degrees West 210.56 feet to a point; thence South 75 degrees 30 minutes West 163 feet to a point on the West right of way line of the Sylacauga and Talladega Highway #21; thence North 37 degrees 0 minutes East along said right of way 624 feet to a point; thence South 89 degrees East 600 feet to a point; thence South 45 degrees East 242 feet to a point; thence South 66 degrees East 50 feet to a point; thence South 77 degrees East 145 feet to a point; thence South 88 degrees East 110 feet to the point of beginning. Lying in the South half of the Southwest quarter, Section 8, Township 19, Range 5 East.

LESS AND EXCEPT the property lying East of the driveway leading to the property of Neal Williams and wife, Lisa Williams now owned by Marron A. Spinks and also a lot deeded to Neal Williams and wife, Lisa Williams 100 feet East and West and 46 feet North and South which lies immediately South of the property of Marron A. Spinks as described above.

Deed Tax \_\_\_\_\_  
Mtg. Tax 75.00  
Indexing Fee 3.00  
Recording 17.50  
Total 95.50

JAMES E. PREUITT  
Judge of Probate

Inst. # 1994-25965  
08/14/98  
09:11 AM  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 17.00

*Wm. M. Renda Jr*  
*Betty D. Renda*

NO RECORD ON  
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 JUDGE OF PROBATE

*zone tract*