

THIS INSTRUMENT PREPARED BY:

Name: James F. Burford, III  
Address: 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 TERRY M. HABSHY, married is/are justly indebted to UNION STATE BANK in the sum of Five Hundred Fifty Thousand and No/100 Dollars (\$ 550,000.00 ) evidenced by promissory note bearing even date herewith as the same may be renewed, modified or amended in the future, 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, TERRY M. HABSHY, married do, or does, hereby grant, bargain, sell and convey unto the said UNION STATE BANK (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 this Mortgage and the note secured hereby shall be at once due and payable upon the sale or conveyance of any interest in the property described herein.

The property described herein is not the homestead of the Mortgagor or his spouse, if any.

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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 Mortgage, 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, thereon, 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 an 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 is 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 22nd day of JANUARY, 1927

CAUTION: YOU MUST THOROUGHLY READ THIS CONTRACT BEFORE SIGNING IT

Terry M. Habehey  
Terry M. Habehey

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

General Acknowledgement

I, the undersigned, JAMES F. BURFORD, III, a Notary Public in and for said County in said State, hereby certify that TERRY M. HABEHEY, married 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 22nd day of JANUARY, 1927.

97 M 3.1.98  
Notary Public  
My Commission Expires:

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

Corporate Acknowledgment

I, the undersigned, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ President 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 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

A part of the NE 1/4 of the NW 1/4 of Section 21, Township 20 South, Range 3 West, being more particularly described as follows: Begin at the Northeast corner of the NE 1/4 of the NW 1/4 of said Section 21 for a point of beginning; thence run West along the North line of said 1/4-1/4 section for a distance of 660.39 feet to the NE corner of the NW 1/4 of the NE 1/4 of the NW 1/4 of said Section 21; thence turn 45 degrees 59 minutes 04 seconds left and run Southwesterly along the Northeast-Southwest diagonal of said 1/4-1/4-1/4 section for a distance of 360.00 feet to the Northeasterly right of way of Bessemer to Helena Road; thence turn 72 degrees 02 minutes 56 seconds left and run Southeasterly along said right of way to Bessemer to Helena Road for a distance of 186.69 feet to a point of curve to the left, said curve having a radius of 2006.99 feet, an intersection angle of 11 degrees 22 minutes 54 seconds, thence run Southeasterly along arc of said curve and last said right of way for a distance of 398.68 feet to a point of tangent, thence continue Southeasterly along said right of way for a distance of 588.87 feet to a point of curve to the left, said curve having a radius of 2507.95 feet, an intersection angle of 3 degrees 50 minutes 31 seconds; thence run Southeasterly along arc of said curve and said right of way of Bessemer to Helena Road for a distance of 168.17 feet to the Southline of the NE 1/4 of the NW 1/4 of said Section 21; thence from the tangent of last said curve turn 46 degrees 49 minutes 22 seconds left and run East along the South line for a distance of 143.70 feet to the Southeast corner of said 1/4-1/4 section; thence turn 91 degrees 04 minutes 15 seconds left and run North along the East line of said 1/4-1/4 for a distance of 1335.99 feet to the point of beginning.

Situated in Shelby County, Alabama.

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