The true consideration of this instrument is \$150,000.00 with the remaining being interest and other miscellaneous charges.

THE STATE OF ALABAMA

MORTGAGE

THIS MORTGAGE, made and entered into on this, the 27th

day of March

, 19 98 , by and between

	apri,
J.C. Company, L.L.C., a Klabama Limited Liability Company	6
parties of the first part, and UNION STATE BANK, Pell City, Alabama, party of the second part, WITNESSETH, THAT WHEREAS, parties of the first part are justly indebted to party of the second part in the	199
sum of ONE HUNDRED FIFTY ONE THOUSAND SIX HUNDRED THIRTY SEVEN AND 81/100	Dollage, of Marco
not to exceed 17.0% promissory note(s), payable at Union State Bank, Peli City, Alabama. The balance of the said indebtedness we evidenced by one or more promissory note(s), payable at Union State Bank, Peli City, Alabama. The balance of the said indebtedness we have a subject to the said indebted in the said indebted indebted in the said indebt	vith a
interest thereon matures and is payable on theday of	
	day of
<u>April</u> , 19 <u>98</u> , and on the <u>26th</u> day of each month thereafter until entire amount, prand interest, is fully paid.	incipal
NOW, THEREFORE, IN CONSIDERATION of said indebtedness and in order to secure the same, and any other indebtedness or obling the first part, or either of them, to party of the second part, whether as principal debtor, endorser, guarantor, or otherwise, whether as principal debtor, endorser, guarantor, and guarantor are principal debtor.	gation hether

NOW, THEREFORE, IN CONSIDERATION of said indebtedness and in order to secure the same, and any other indebtedness or obligation of parties of the first part, or either of them, to party of the second part, whether as principal debtor, endorser, guarantor, or otherwise, whether now existing or hereafter incurred, parties of the first part do hereby grant, bargain, sell and convey unto party of the second part the following described property, to-wit:

Tost # 1998-12747

D4/U9/1998-12747 D1:19 PM CERTIFIED SHELBY COUNTY JUNE OF PROMITE ON HEL 241.05 This instrument prepared by Brian A. Adams, Loan Officer, Union State Bank, Ashville, AL.

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments and appurtenances thereunto

belonging or in anywise appertaining, unto party of the second part, its successors or assigns, in fee simple.

And parties of the first part, for themselves, their heirs, successors and assigns, do hereby covenant with party of the second part that they are lawfully seized in fee of the said premises; that they have a good right to sell and convey the same; that said premises are free from encumbrance; and that they warrant and will forever defend the title to said premises against the lawful

This conveyance is upon condition, however, that, if parties of the first part shall pay and discharge the indebtedness hereby claims and demands of all parties whomsoever. secured and each installment thereof as the same matures and shall perform each and every convenant herein contained, then this conveyance shall become null and void. But if said parties of the first part should make default in the payment of said indebtedness, or any installment thereof, or the interest thereon, or should they fail to keep any convenant in this mortgage contained, or should they be adjudicated bankrupt, or should the interest or party of the second part in said property become endangered by reason of the enforcement of any other lien or encumbrance thereon, or should a receiver be appointed for parties of the first part, then, in any such event, at the election of party of the second part the entire indebtedness secured hereby shall become immediately due and payable, whether due by the terms hereof or not; and party of the second part, its agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outery to the highest bidder, for cash, before the courthouse door of the county in which said property is located, after giving notice of the time, place and terms of sale by publication once a week for three successive weeks in a newspaper published in said county or by

And said party of the second part is authorized, in case of sale under the power herein contained, to execute a conveyance giving notice in any other manner authorized by law. to the purchaser, conveying all the right and claim of said parties of the first part in and to said premises, either at law or in equity. And said party of the second part may purchase said property at any sale hereunder and acquire title thereto as a stranger, and in case of a purchase by party of the second part, said party of the second part, or any person authorized by it in writing, shall have the power to convey all the right, title and interest of parties of the first part in and to said premises by a deed to the

Out of the proceeds of sale party of the second part shall pay, first the costs of advertising, selling, and conveying said party of the second part. property, together with a reasonable attorney's fee of not less than ten percent of the amount of the indebtedness then due; secondly, the amount of the indebtedness due and owing to party of the second part hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that party of the second part may have paid as herein provided; and lastly,

the surplus, if any, shall be paid over to parties of the first part, their heirs or assigns.

Parties of the first part convenant that they will pay all taxes and assessments that may be levied against said property, and that they will insure, and will keep insured, the improvements thereon against loss by fire, windstorm and such other perils as may be required or designated by party of the second part, in insurance companies that are acceptable to party of the second part, for their reasonable insurable value and in no event less than the amount of the indebtedness secured by this mortgage. The original policies evidencing said insurance shall be delivered to and kept by party of the second part and shall contain loss clauses acceptable to party of the second part, providing for payment in the event of loss to party of the second part as its interest may appear; and in case of the failure of parties of the first part to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure the improvements on said property, party of the second part may, at its option, either pay said taxes and assessments and procure said insurance; and the amount of taxes, assessment or insurance premiums as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness herein above described; or party of the second part may, at its election, proceed to foreclose this mortgage.

Parties of the first part covenant and agree that until all of the indebtedness secured hereby is paid in full, they will not sell, convey,

		suffer any other lien or encumbrance to be created against same, suffer any other lien or encumbrance to be created against same, horities, without the written consent of party of the second part.
Other than the same	1	their hands and seals, on this, the day and year herein
IN WITNESS WHEREOF, parties of the first part h	ave hereto se	(liter marile and
first above written.		(I, S.)
	(T. S.)	(14, Wi)
J. Waret	_(D. 5.)	
	/T C3	(L, S.)
	_(L, S.)	
		\cdot
THE OF ALARAMA		
THE STATE OF ALABAMA ST. CLAIR COUNTY I, MOULA SWELLING)	lotary Public in and for said State and County, hereby certify
- maila auchilla	a N	otary Public in and for said Date
1, Lumin IIIII		and that
that UNITED STATES	owance and v	ho is/arc known to me, acknowledged before me on this day, that executed the same voluntarily, on the day the same bears date.
whose name/names are signed to the foregoing conve	zz n	executed the same voluntarily, on the day the same bears date.
being informed of the contents of the conveyance,		executed the same volument,
	day of_	
Given under my hand and seal on theCAUL_	uay 01-	IMOIO BUILLAND
		Notary Public
THE STATE OF ALABAMA		·
ST. CLAIR COUNTY		
51. Offilite Course	a No	stary Public in and for said State and County, hereby certify
I,		
	<u> </u>	andand
that	_	
whose name(s) as		ad conveyance and
		a corporation, is are signed to the foregoing conveyance and
who is/are known to me, acknowledged before me or		to the series of the conveyance,
who is/are known to me, acknowledged before me or as such officer(s) and with full authority, executed the	n this day, th	torily for and as the act of said corporation.
who is/are known to inc, abut authority, executed the	ie same voiun	19
as such offices (o)	day of	
Given under my hand and seal on the		
-		Notary Public
	† 1' ₹-	

As part of the West 1/2 of Section 31, Township 20 South, Range 2 East, more particularly described as follows:

From the SE corner of the NE 1/4 of the SW 1/4 of Section 31, Township 20 South, Range 2 East, run Northerly along the East boundary line of the NE 1/4 of the SW 1/4 of Section 31, Township 20 South, Range 2 East, for 512.64 feet to the point of beginning of the land herein described; thence continue Northerly along the East boundary line of said NE 1/4 of the SW 1/4 of said Section'31 for 834.35 feet, more or less, to the point of intersection of the East boundary line of the SE 1/4 of the NW 1/4 of said Section 31, and the Southeast right of way line of Alabama State Highway No. 25; thence turn an angle of 142 deg. 17 min. to the left and run Southwesterly along the Southeast right of way line of said Highway for 100.00 feet; thence turn an angle of 00 deg. 12 min. to the left and continue Southwesterly along the Southeast right of way line of said Highway for 100.0 feet; thence turn an angle of 02 deg. 03 min. to the left and continue along the Southeast right of way line of said highway for 100.0 feet; thence turn an angle of 01 deg. 52 min. to the left and continue Southwesterly along the Southeast right of way line of said Highway for 100.0 feet; thence turn an angle of 03 deg. 18 min. to the left and continue along the Southeast right of way line of said Highway for 100.0 feet; thence turn an angle of 02 deg. 04 mit. to the left and continue Southwesterly along the Southeast right of way line of said Highway for 100.0 feet; thence turn an angle of 02 deg. 17 min. to the left and continue along the Southeast right of way line of said Highway for 100.0 feet; thence turn an angle of 01 deg. 39 min. to the left and continue Southwesterly along the Southeast right of way line of said Alabama Sate Highway No. 25 for 83.93 feet; thence turn an angle of 91 deg. 49 min. to the left and run Southeasterly 445.36 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

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SHELBY COUNTY JUNE OF PROBATE
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