

STATE OF ALABAMA

JEFFERSON COUNTY

)  
) LIMITED LIABILITY COMPANY  
) MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS, D & D, L.L.C., an Alabama Limited Liability Company, is justly indebted to ALBERT DEWEY DAUGHERTY and BARBARA REBECCA DAUGHERTY as tenants in common with no right of survivorship, hereinafter called "Mortgagee," in the principal sum of Eighty Seven Thousand Five Hundred Seventeen & 10/100 (\$87,517.10) Dollars with interest thereon at Two & 3/10 (2.3%) Percent per annum, as evidenced by its promissory note bearing even date herewith and payable on demand after a ninety (90) day notice.

NOW, in order to secure the prompt payment of said note, when due, the said D & D, L.L.C., an Alabama Limited Liability Company, hereinafter called "Mortgagor," for and in consideration of the premises, and the sum of Five Dollars to the undersigned this day in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey to the said Mortgagee the following described real estate lying and being situated in Jefferson County, Alabama, to-wit:

**JEFFERSON COUNTY, ALABAMA**

**PARCEL 1**

PARCEL ID#: TY TT-AA-SS-Q-BBB-PPP.PPP RT RN  
00 11 00 29 3 000 013.000 RR 00

LONG LEGAL: COM INT OF S R/W SEABOARD COASTLINE R R & W  
LINE SW SW 1/4 TH NE ALONG S R/W R R 735 FT S TO  
BEG TH CONT NE ALG R R 270 FT S TH S 115 FT S E  
210 FT S 210 FT W 210 FT S 210 FT S SW 270 FT S N 538  
FT S TO POB.

STREET ADDRESS: 7544 COOK ROAD, TRUSSVILLE, AL. 35173

**PARCEL 2**

TY TT-AA-SS-Q-BBB-PPP.PPP RT RN

Inst # 1999-52417

12/29/1999-52417  
03:52 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
012 HWS 167.40

PARCEL ID#: 00 11 00 29 3 000 015.000 RR 00

LONG LEGAL: COM INT THE S R/W SEABOARD COASTLINE  
RAILROAD 7 W LINE SECTION TH NE ALG S R/W 1005  
FT TO BEG TH CONT NE ALG R/W 475 FT S TH S 850  
FT S TH SW ALG N R/W PUBLIC RD 500 FT S TH N  
123.3 FT S TH W 243.2 FT S TH NE 270 FT S TH E 210 FT  
S TH N 420 FT S TH W 210 FT S TH N 115 FT S TO POB.

STREET ADDRESS: 7590 COOK ROAD, TRUSSVILLE, AL. 35173

---

**PARCEL 3**

PARCEL ID#: TY TT-AA-SS-Q-BBB-PPP.PPP RT RN  
00 13 00 23 4 000 003.000 RR 00

LONG LEGAL: BEG 1040 FT S OF NW COR SE 1/4 TH SE 195 FT S TH  
SELY 180 S TH SWLY 131 FT S TH SELY 205 S TH SLY  
180 FT S TH SWLY 68 FT S TH W 306 FT S TO W LINE  
SD 1/4 SEC TH N 784 FT S TO POB LYING IN W 1/4 SE  
1/4 SEC 23 TSP 16 S R 2 W.

STREET ADDRESS: 1190 MARLIN SPRINGS ROAD, BIRMINGHAM,  
AL. 35215

---

**PARCEL 4**

PARCEL ID#: TY TT-AA-SS-Q-BBB-PPP.PPP RT RN  
00 07 00 34 1 000 004.000 RR 00

LONG LEGAL: BEG NE COR OF SW 1/4 OF NE 1/4 TH W 400 FT TH S  
600 FT TH NE 450 FT TH N 375 FT TO POB.

---

**PARCEL 5**

PARCEL ID#: TY TT-AA-SS-Q-BBB-PPP.PPP RT RN  
00 02 00 30 2 000 006.000 RR 00

LONG LEGAL: S 1/2 NE 1/4 OF NW 1/4.

STREET ADDRESS: 9821 BILL JONES ROAD, WARRIOR, AL. 35180

---

**PARCEL 6**

PARCEL ID#: TY TT-AA-SS-Q-BBB-PPP.PPP RT RN  
00 11 00 32 2 000 009.000 RR 00

LONG LEGAL: COM NE COR OF NE 1/4 OF NW 1/4 TH W 660 FT S TH  
S 912 FT S TH W 75 FT S TO POB AT PT ON W RW OF  
COOK RD TH NW ALONG SD RW 350 FT S TH W 359  
FT S TH S 320 FT S TH E 505 FT S TO POB.

STREET ADDRESS: 7729 COOK ROAD, TRUSSVILLE, AL. 35173

**PARCEL 7**

PARCEL ID#: TY TT-AA-SS-Q-BBB-PPP.PPP RT RN  
00 15 00 23 3 000 016.000 RR 00

LONG LEGAL: NE 1/4 OF SE 1/4 OF SW 1/4 + E 1/2 OF SE 1/4  
OF SW 1/4.

STREET ADDRESS: 581 McKAY ROAD, BIRMINGHAM, AL. 35073.

**PARCEL 8**

PARCEL ID#: TY TT-AA-SS-Q-BBB-PPP.PPP RT RN  
00 11 00 32 2 000 006.000 RR 00

LONG LEGAL: COM NW COR OF NW 1/4 OF NW 1/4 TH E 667 FT S TH  
S 800 FT S TO POB TH E 545 FT S TH SW 573 FT S TH W  
397 FT S TH N 560 FT S TO POB.

STREET ADDRESS: 7621 COOK ROAD, TRUSSVILLE, AL. 35173

**PARCEL 9**

PARCEL ID#: TY TT-AA-SS-Q-BBB-PPP.PPP RT RN  
00 13 00 02 3 000 010.001 RR 02

LONG LEGAL: POB 655 FT E OF NW COR OF SW 1/4 OF SW 1/4 SEC 2  
TP 16 R 2 TH S 150 FT TH SE 360 FT TH NE 159.1 FT TH  
SE 180 FT TH NE 140 FT TH NW 75 FT TH W 530 FT TO  
POB..

STREET ADDRESS: 5602 RED HOLLOW ROAD, BIRMINGHAM, AL.  
35215

---

**PARCEL 10**

PARCEL ID#: TY TT-AA-SS-Q-BBB-PPP.PPP RT RN  
00 03 00 25 1 000 002.000 RR 00

LONG LEGAL: N ½ NW 1/4 NE 1/4 SE LOCUST FORK

STREET ADDRESS: 8930 WARRIOR LIMBERLY ROAD, WARRIOR,  
AL. 35180

---

**PARCEL 11**

PARCEL ID#: TY TT-AA-SS-Q-BBB-PPP.PPP RT RN  
00 22 00 08 4 000 087.000 RR 01

LONG LEGAL: COM AT SE COR OF SW 1/4 OF SE 1/4 SEC 8 TP 17 R  
3W TH N 66 FT TH W 891.4 FT TO POB TH CONT W 105  
FT TH N 145 FT TH E 100 FT TH SELY 30 FT TH S 109  
FT TO POB.

STREET ADDRESS: 1013 EGRET DRIVE, FORESTDALE, AL. 35214

---

**PARCEL 12**

PARCEL ID#: TY TT-AA-SS-Q-BBB-PPP.PPP RT RN  
00 12 00 08 3 001 030.000 RR 00

LONG LEGAL: LOT 3 BLK 4 CENTER CREST

STREET ADDRESS: 2601 6<sup>th</sup> STREET N.E., BIRMINGHAM, AL. 35215

---

**PARCEL 13**

PARCEL ID#: TY TT-AA-SS-Q-BBB-PPP.PPP RT RN  
00 02 00 08 1 000 006.000 RR 03

LONG LEGAL: COM AT NE COR OF NW 1/4 OF NE 1/4 SEC 8 TP 14 R  
2W TH W 240 FT TO POB TH S 210 FT TH E 240 FT TH  
S 795 FT TH NWLY 478.2 FT TH NW 205 FT TH NWLY  
128.1 FT TH NELY 570 FT TH E 160 FT TO POB.

STREET ADDRESS: 9650 GARRETT ROAD, WARRIOR, AL. 35180



The Mortgagor also hereby Grants, Bargains, Sells, and Conveys to the said Mortgagee the following described real estate lying and being situated in Shelby County, Alabama, to-wit:

**SHELBY COUNTY, ALABAMA**

**PARCEL 1**

**PARCEL ID#:** 231120000005000

**LONG LEGAL:** A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 3 WEST. BEING THE SAME LAND DESCRIBED IN A DEED TO DAUGHERTY ASSOCIATES RECORDED IN INSTRUMENT #1992-030519, OF THE REAL PROPERTY RECORDS OF SHELBY COUNTY, ALABAMA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 00 DEGREES 36 MINUTES 51 SECONDS WEST ALONG THE EAST LINE OF SAID SIXTEENTH SECTOR., A DISTANCE OF 1242.12 FEET TO A ½ INCH REBAR SET, WITH A CAP STAMPED "S. WHEELER, RPLS 16165;" THENCE NORTH 88 DEGREES 40 MINUTES 02 SECONDS WEST A DISTANCE OF 403.51 FEET TO A ½ INCH CRIMPED PIPE, FOUND ON THE EAST RIGHT OF WAY OF INTERSTATE HIGHWAY NO. 65; THENCE SOUTH 11 DEGREES 55 MINUTES 34 SECONDS WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 309.31 FEET TO A ½ INCH REBAR SET, WITH A CAP STAMPED "S. WHEELER, RPLS 16165;" THENCE SOUTH 00 DEGREES 09 MINUTES 06 SECONDS WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 288.42 FEET TO A ½ INCH REBAR SET, WITH A CAP STAMPED "S. WHEELER, RPLS 16165;" THENCE NORTH 45 DEGREES 32 MINUTES 26 SECONDS EAST A DISTANCE OF 233.00 FEET TO A 1 ½ INCH PIPE, FOUND; THENCE SOUTH 23 DEGREES 16 MINUTES 08

SECONDS EAST, A DISTANCE OF 392.00 FEET TO A ½ INCH REBAR SET, WITH A CAP STAMPED "S. WHEELER, RPLS 16165;" THENCE SOUTH 88 DEGREES 45 MINUTES 57 SECONDS EAST A DISTANCE OF 95.31 FEET TO A ½ INCH REBAR SET, WITH A CAP STAMPED "S. WHEELER, RPLS 16165;" THENCE SOUTH 00 DEGREES 36 MINUTES 51 SECONDS EAST A DISTANCE OF 442.14 FEET TO A ½ INCH REBAR SET, WITH A CAP STAMPED "S. WHEELER, RPLS 16165;" THENCE SOUTH 88 DEGREES 45 MINUTES 57 SECONDS EAST A DISTANCE OF 60.03 FEET TO THE POINT OF BEGINNING.  
ACCORDING TO THE SURVEY OF SID WHEELER, RLS #16165, DATED 7-23-97.

---

**PARCEL 2**

PARCEL ID#: 274191001017000  
LONG LEGAL: L E SHAW ADDITION. LOT 3-A, BLK000, S19 T22S R03W MB003 PG049. DIM 395.00 X 525.00

---

**PARCEL 3**

PARCEL ID#: 285211004020000  
LONG LEGAL: COM INT W RW L&N RR N RW SO RR CALERA SWLY 120 ALG RR RW POB SWLY 120 NWLY 150 NELY 85 SELY POB. S21 T22S R02W. DIM 120.00 X 150.00.

---

**PARCEL 4**

PARCEL ID#: 089300001032000  
LONG LEGAL: COR SW COR SE 1/4 NW 1/4 TH E 770' TH N 600' TO BEG TH CONT N 210' TH NW 210' TH S 210' TH SE 220' TO POB. S30 T19S R01E. DIM 210.00 X 220.00.

---

**PARCEL 5**

PARCEL ID#: 286130000004000

LONG LEGAL: BEG SWLY R/W SO RR & S/L NE 1/4 OF NW 1/4 E 545'  
(S) N 780' (S) SWLY ALG RR R/W TO POB. S13 T22S  
R02W. DIM 900.00 X 780.00

---

**PARCEL 6**

PARCEL ID#: 304183002064001  
LONG LEGAL: SAFFORDS-SHELBY. LOT 22 23, BLK 115. S18 T22S  
R01E. MB 003 PAGE 047. DIM 50.00 X 120.00

---

**PARCEL 7**

PARCEL ID#: 282040001028000  
LONG LEGAL: COM SW COR SE 1/4 N 258.33 TO POB CON N 420 E TO  
W ROW U S 31 SLY 450 ALG ROW WLY 210 SLY 105  
NW 440 TO POB. S04 T22S R02W. AC. 6.90

---

**PARCEL 8**

PARCEL ID#: 131012001003000  
LONG LEGAL: BEG NW COR LOT 14 CHANDA TERRACH 6<sup>th</sup> SECTOR:  
NE 235 (S) SE 86 SW 40.53 SE 148.48 NE 47.15 SE 39.63  
ELY 148.46 E 208.64 SLY 407.47 SE 138.08 SW 175.47 SE  
304.08. S01 T20S R03W. AC 5.00.

---

**PARCEL 9**

PARCEL ID#: 231021002023002  
LONG LEGAL: COM SW COR SE 1/4 NE 1/4 E 314.5 TO POB NE 375.38  
ELY 130 SE 30 SE 53.04 SE 50.93 SLY 51.42 SLY 99.72 S  
86.92 W 346.35 TO POB. S02 T21S R03W. DIM 375.38 X  
346.35.

---

**PARCEL 10**

PARCEL ID#: 231120000004000

**LONG LEGAL:** Commence at the Northeast corner of the NE 1/4 of the NW 1/4 of Section 12, Township 21 South, Range 3 West, of the Huntsville Principal Meridian in Shelby County, Alabama; thence run South 89 deg. 55 min. West along the North line of said quarter-quarter section for 75.39 feet to a point on the Southwesterly right of way line of U.S. Highway No. 31, said point being the point of beginning of the parcel herein described; thence continue South 89 deg. 55 min. West along the North line of said quarter-quarter section for 307.54 feet to a point on the Easterly right of way line of Interstate Highway No. I-65; thence 81 deg. 08 min. Left run South 8 deg. 47 min. West along said right of way for 100 feet; thence 98 deg. 52 min. Left and run North 89 deg. 55 min. East running parallel to the north line of said quarter-quarter section for 458.52 feet, more or less, to a point on the Southwesterly right of way line of said U.S. Highway No. 31; thence run North 54 deg. 00 min. West, more or less, along the Southwesterly right of way line of said U.S. Highway No. 31 for 167.76 feet, more or less, to the point of beginning, less and except that part thereof which lies in the NW 1/4 of the NE 1/4 of Section 12, Township 21 South, Range 3 West.

Together with a permanent easement upon, over, and across the property adjoining the above described property on and along the South side thereof and situated in the NE 1/4 of NW 1/4 of Section 12, South, Range 3 West, to spill, place, and store dirt and other materials in filling and maintaining the said above described parcel to the grade level of Interstate Highway I-65 and U.S. Highway 31, to the extent of the normal fall of such fill dirt in filling said above described parcel to said grade level of said highways.

All according to the survey of J.M. Keel, Registered Land Surveyor, dated December 10, 1969.

---

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee, its successors and assigns, FOREVER.

And said Mortgagor does hereby covenant with the said Mortgagee, its successors and assigns, that Mortgagor is lawfully seized in fee of said premises; that they are free of and from all



encumbrances, except as stated herein; and that Mortgagor will warrant and forever defend the same against the lawful claims and demands of all persons.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS, NEVERTHELESS, that is to say: If Mortgagor shall well and truly pay, or cause to be paid, the said note, and each and all of them, and each and every installment thereof, and interest thereon, when due, then this conveyance shall become null and void. But should Mortgagor fail to pay said note or either or any of them or any installment thereof at maturity, then all of said indebtedness shall become due and payable at once, whereupon the said Mortgagee, its successors, assigns, agents or attorneys, are hereby authorized and empowered to sell the said property hereby conveyed at auction for cash, at the Courthouse Door of the County in which that parcel of property is located, first having given notice thereof for three (3) weeks by publication in any newspaper then published in said City, and execute proper conveyance to the purchaser and out of the proceeds of said sale the Mortgagee shall first pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note and interest thereon and any sums advanced by Mortgagee for taxes, insurance or assessments, and the balance, if any, pay over to the Mortgagor.

In the event of such sale, the said Mortgagee, its successors, assigns, agents, or attorneys are hereby authorized and empowered to purchase the said property the same as if they were strangers to the conveyance, and the auctioneer or person making the sale is hereby empowered and directed to make and execute a deed to the purchaser in the name of the Mortgagor.

And it is also agreed that in case the Mortgagee, herein, its successors or assigns, see fit to foreclose this mortgage in a court having jurisdiction thereof, Mortgagor will pay a reasonable attorney's fee therefore, which fee shall be and constitute a part of the debt hereby secured.

Mortgagor further represents and declares to said Mortgagee that the title to said real estate is in Mortgagor's own right, and that the representations herein made as to the title and encumbrances are so made with the intent and for the purpose of inducing this loan.

Mortgagor further specially waives all exemptions which Mortgagor now or hereinafter may be entitled to under the Constitution and Laws of the State of Alabama in regard to the collection of the above debt.


Mortgagor further agrees to keep said property insured against fire and windstorm in good responsible companies acceptable to Mortgagee for not less than zero (\$0.0) Dollars and have each such policy payable to said Mortgagee, as its interest may appear in said property, and deliver the same to Mortgagee; and should Mortgagor fail to insure said property, then Mortgagee hereby authorized to do so, and the premiums so paid by Mortgagee shall be and constitute a part of the debt secured hereby.

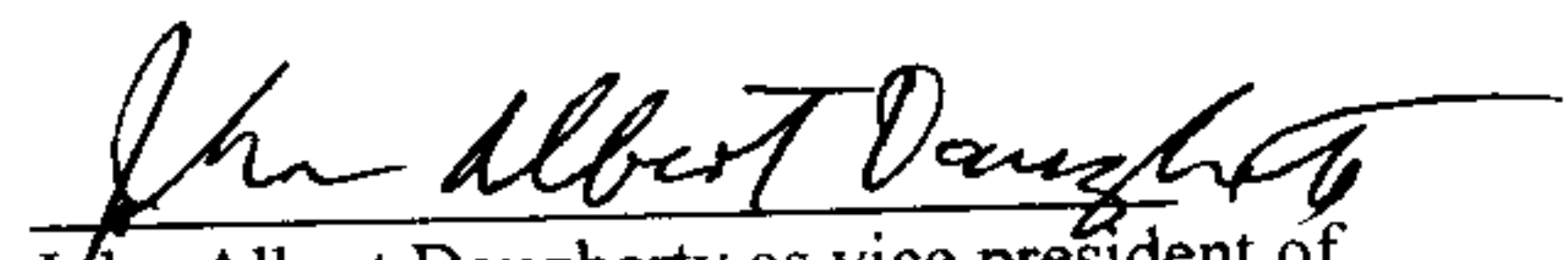
The Mortgagor herein agrees to pay any such taxes or assessments, general or special, levied upon the real estate herein conveyed before the same become delinquent; should Mortgagor fail to pay any

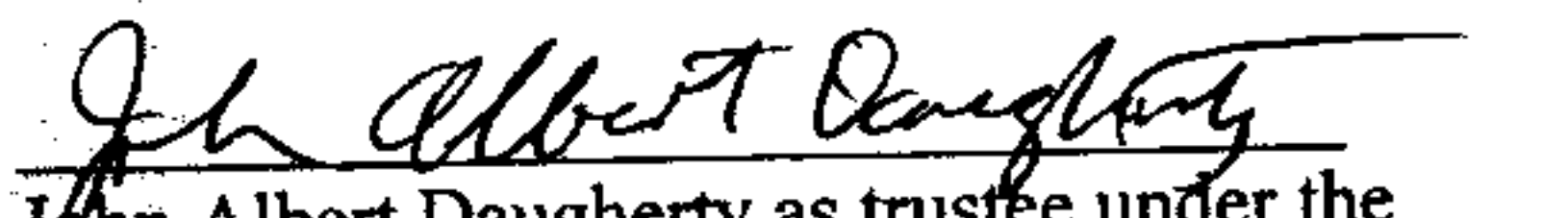
such taxes or assessments, then Mortgagee is authorized to do so, and such payments shall thereupon constitute a part of the debt secured hereby.


And it is further understood that should the Mortgagor fail to pay said taxes and assessments, or insure the property, as hereinabove stipulated, the Mortgagee may do so, and thereupon declare the whole debt secured by this mortgage to be due and payable, and proceed to foreclose at once, as hereinabove provided with respect to foreclosure of this mortgage. Mortgagor reserves the right of possession until the law day.

The Mortgagee hereby agrees to release each parcel of property from this mortgage upon D & D, L.L.C.'s paying of at least one fourth (1/4) of the sale proceeds to the Mortgagee, which was derived by the selling of that particular parcel of property, until the note associated with this Mortgage and owed by Gentilly Investments, Inc. has been satisfied.

  
Cheryl Ann Daugherty as president of  
Gentilly Investments, Inc.

  
John Albert Daugherty as vice president of  
Gentilly Investments, Inc.

  
John Albert Daugherty as trustee under the  
"Albert Dewey and Barbara Rebecca Daugherty  
Trust for the benefit of Mary Katelyn  
Daugherty" dated Dec. 9, 1999

  
John Albert Daugherty as trustee under the  
"Albert Dewey and Barbara Rebecca  
Daugherty Trust for the benefit of Rachael  
Erin Daugherty" dated Dec. 9, 1999

State of Alabama                    )  
County of Jefferson                )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Cheryl Ann Daugherty, whose name as President of Gentilly Investments, Inc., an Alabama Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such officer, executed the same voluntarily for and as the act of said corporation, acting in its capacity as President of Gentilly Investments, Inc. as aforesaid.

Given under my hand this the 29 day of December, 1999.

  
(Notary Public)

MY COMMISSION EXPIRES: 2-27-01

State of Alabama                    )

County of Jefferson )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John Albert Daugherty, whose name as Vice President of Gentilly Investments, Inc., an Alabama Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Vice President of Gentilly Investments, Inc. as aforesaid.

Given under my hand this the 29 day of December, 1999.

Sara Wyatt Helzer  
(Notary Public)

My Comm: Exp: 2-27-01

State of Alabama )  
County of Jefferson )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John Albert Daugherty, whose name as Trustee under the "Albert Dewey & Barbara Rebecca Daugherty Trust for the benefit of Mary Katelyn Daugherty" dated Dec. 9, 1999, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, executed the same voluntarily for and as the act of said Trust, acting in his capacity as Trustee under the "Albert Dewey & Barbara Rebecca Daugherty Trust for the benefit of Mary Katelyn Daugherty" dated Dec. 9, 1999 as aforesaid.

Given under my hand this the 29 day of December, 1999.

Sara Wyatt Helzer  
(Notary Public)

My Comm: Exp: 2-27-01

State of Alabama )  
County of Jefferson )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John Albert Daugherty, whose name as Trustee under the "Albert Dewey & Barbara Rebecca Daugherty Trust for the benefit of Rachael Erin Daugherty" dated Dec. 9, 1999, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, executed the same voluntarily for and as the act of said Trust, acting in his capacity as Trustee under the "Albert Dewey & Barbara



Rebecca Daugherty Trust for the benefit of Rachael Erin Daugherty dated Dec. 9, 1999 as aforesaid.

Given under my hand this the 29 day of December, 1999.

Sara Wyatt Helger  
(Notary Public)

My Comm: Exp: 2-27-01

Inst # 1999-52417

12

12/29/1999-52417  
03:52 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
012 HHS 167.40