

MORTGAGE

This instrument was prepared by Steven R. Sears, attorney, 655 Main Street, BX 4, Montevallo, AL 35115+0004, telephone 665-1211, without benefit of title evidence.

State of Alabama)
County of Shelby)

Know all men by these presents: That whereas, **ABDUL R ALI**, a married man, (hereinafter called "Mortgagor," whether one or more) is justly indebted to **CHARLES POE**, a married man, AND **RUDY JAMES**, an unmarried man (hereinafter called "Mortgagee," whether one or more), in the sum of seventy-five thousand dollars (\$75,000.00), evidenced by a Real Estate Mortgage Note delivered simultaneously herewith; and

Whereas, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof and of any future advances from mortgagee;

Now Therefore, in consideration of the premises, said Mortgagor, Abdul R Ali 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, Alabama, to-wit:

A portion of land situated in the SW $\frac{1}{4}$ of Section 11, Township 24 North, Range 13 East, Shelby County, Alabama, and being more particularly described as follows:

PARCEL A: Begin at the point of intersection of the North right of way line of Shelby County Road 4 and the West right of way line of U.S. Highway 31; thence run North $89^{\circ}34'11''$ West along said North right of way line a distance of 540.51 feet to a point of curve; said curve being to the right having a radius of 100 feet and an interior angle of $69^{\circ}35'20''$; thence run Northwesterly along said right of way line an arc distance of 121.46 feet to the point of tangent; thence continue North $14^{\circ}10'22''$ West along said tangent a distance of 35.36 feet;

thence run North 00°01'33" East a distance of 550 feet; thence run North 88°22'18" East a distance of 300 feet; thence run South 00°01'33" West a distance of 360.80 feet; thence run North 89°33'28" East a distance of 210.29 feet; thence run North 1°21'15" East a distance of 111.55 feet; thence run South 86°44'36" East a distance of 122.3 feet to the West right of way line of U.S. Highway 31; thence run due South along said right of way line a distance of 409.46 feet to the point of beginning.

Said property is warranted free from all encumbrances and 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 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, the first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning, tornado and all hazards 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 promptly to deliver said policies, or any renewal of said policies, along with evidence that the premiums have been paid, to said Mortgagee; and if undersigned fails to keep said property insured as above specified, or fails to deliver said insurance policies or renewals thereof to said Mortgagee, then this mortgage is in default. In addition to other remedies at law or in equity, 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 be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness and future advances, if any, 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 sum 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 encumbrance thereon, so as to endanger the debt hereby secured, or if default occurs in the delivery

of the insurance policies, or if an attempted assignment of interest in the property is made, or its value lowered, or if any other provision of this mortgage be breached, 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, 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 said 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, (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: ❶ to the expense of advertising, selling, and conveying, including a reasonable attorney's fee; ❷ 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 encumbrances, with interest thereon; ❸ 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 ❹ the balance, if any, to be turned over to the said Mortgagor. Undersigned further agree that said Mortgagee, agents, or assigns may bid at said sale and purchase said property, if the highest bidder therefore; 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 be a part of the debt hereby secured. This mortgage is not assumable nor transferable without the written consent of the other party.

In witness whereof the undersigned have hereunto set their signatures and seals, this January 10, 2003.

Abdul R Ali

(seal)

ABDUL R ALI



State of Alabama)

County of Shelby)

I, a notary public in and for the State of Alabama at Large, hereby certify that ABDUL R ALI, whose name is signed to the foregoing conveyance, and who is (made) 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.

Steven R. Sears
Notary public

