20050621000307700 1/4 $1977.50
Shelby Cnty Judge of Probate, AL
06/21/2005 09:27:23AM FILED/CERT

STATE OF ALABAMA)

COUNTY OF SHELBY)

THIS INSTRUMENT PREPARED BY:
James J. Odom, Jr.
P.O. Box 11244
Birmingham, Alabama 35202

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned Edwin B. Lumpkin, a married man, is justly indebted to AKM Commerce Park, Inc. in the sum of ONE MILLION THREE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS ($1,305,000.00) (the "Indebtedness") evidenced by a promissory note of even date, and

WHEREAS, the undersigned desires to secure the prompt payment of the Indebtedness.

NOW, THEREFORE, in consideration of the Indebtedness, and to secure the prompt payment thereof at maturity, the undersigned Edwin B. Lumpkin, Jr. (hereinafter called Mortgagor) does hereby grant, bargain, sell and convey unto the said AKM Commerce Park, Inc. (hereinafter called Mortgagee) the following described real property (the "Property") situated in Shelby County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

SUBJECT TO: (1) Current taxes; (2) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 60, at page 109 in the Probate Office; (3) Transmission line permit to Alabama Power Company as shown by instrument recorded in Deed Book 99, at Page 461 in the Probate Office; (4) Right-of- way granted to Shelby County by instrument recorded in Deed Book 102, at page 444 in the Probate Office; (5) Right of Way to Postal Telephone and Cable Company as set out in Deed Book 80, at Page 39, in the Probate Office.

NO PART OF THE REAL PROPERTY CONVEYED HEREIN CONSTITUTES THE HOMESTEAD OF THE MORTGAGOR, NOR THE MORTGAGOR'S SPOUSE.

TO HAVE AND TO HOLD the above granted premises unto the Mortgagee forever; and for the purpose of further securing the payment of the Indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon the Property, and should default be made in the payment of taxes or assessments, the Mortgagee has the option of paying off them; and to further secure the Indebtedness, the undersigned agrees to keep the improvements on the 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 the Mortgagee, as the interest

of the Mortgagee may appear, and promptly to deliver the policies, or any renewals of the policies, to the Mortgagee; and if undersigned fail to keep the Property insured as above specified, or fail to deliver the insurance policies to the Mortgagee then the Mortgagee has the option of insuring the Property for the reasonable insurable value for the benefit of the Mortgagee, the policy, if collected, to be credited on the Indebtedness, less cost of collecting same; all amounts so expended by the Mortgagee for taxes, assessments or insurance, shall become a debt to the Mortgagee, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from the date of payment by the Mortgagee, and be at once due and payable.

Upon condition, however, that if the Mortgagor pays the Indebtedness, and reimburses the 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 the payment of any sum expended by the Mortgagee, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagee in the 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 any statement of lien is filed under the Statutes of Alabama relating to the 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 the 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 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 Shelby County, Alabama, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in Shelby County, 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 be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Indebtedness in full, whether or not it shall have fully matured, at the date

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of the sale, but no interest shall be collected beyond the day of sale; and fourth, the remainder, if any, to be turned over to the Mortgagor; and the undersigned, further agree that the Mortgagee may bid at said sale and purchase the Property, if the highest bidder therefor, as though 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 the 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 named as grantees in the granting clause herein.

Any estate or interest herein conveyed to the Mortgagee, or any right or power granted to the Mortgagee in or by this mortgage, is hereby expressly conveyed and granted to the heirs, and agents, and assigns of the Mortgagee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 26th day of May, 2005.

WITNESS:

Edwin B. Lumpkin, Jr.

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Edwin B. Lumpkin, Jr., a married man, 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 26th day of May, 2005.

Notary Public

My commission expires: 14 July 07

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EXHIBIT "A"

Part of the SE 1/4 of the SE 1/4 of Section 20 and part of the South 1/2 of the SW 1/4 of Section 21, all in Township 21 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Beginning at an existing 2 inch capped corner being the locally accepted Southeast corner of the SE 1/4 of the SW 1/4 of said Section 21, run in a northerly direction along the East line of said SE 1/4 of SW 1/4 for a distance of 1,356.29 feet to an existing iron rebar being the locally accepted NE corner of the SE 1/4 of the SW 1/4 of said Section 21; thence turn an angle to the left of 85 degrees 38 minutes 50 seconds and run in a westerly direction along the North line of the South 1/2 of the SW 1/4 of said Section 21, for a distance of 2,682.71 feet to an existing old open top iron pin being the locally accepted Northeast corner of the SE 1/4 of the SE 1/4 of Section 20; thence turn an angle to the right of 0 degrees 36 minutes 14 seconds and run in a westerly direction along the North line of the SE 1/4 of the SE 1/4 of said Section 20 for a distance of 872.79 feet to an existing iron rebar being on the Northeast right of way line of U.S. Highway No. 31; thence turn an angle to the left and run in a southeasterly direction along the Northeast right of way line of said U.S. Highway No. 31 for a distance of 112.03 feet to an existing iron rebar; thence turn an angle to the left and run in an easterly direction along a line parallel to the North line of said SE 1/4 of SE 1/4 of said section for a distance of 765.23 feet, more or less, to an existing iron rebar; thence turn an angle to the right of 62 degrees 19 minutes 36 seconds and run in a southeasterly direction for a distance of 377.05 feet to an existing crimp iron pin; thence turn an angle to the right of 0 degrees 00 minutes 37 seconds and run in a southeasterly direction for a distance of 270.16 feet to an existing iron rebar; thence turn an angle to the left of 20 degrees 12 minutes 17 seconds and run in a southeasterly direction for a distance of 285.22 feet to an existing iron rebar; thence turn an angle to the right of 17 degrees 21 minutes 26 seconds and run in a southeasterly direction for a distance of 551.48 feet to an existing iron rebar, being on the South line of Section 21; thence turn an angle to the left of 59 degrees 57 minutes 13 seconds and run in an easterly direction along the South line of said section for a distance of 2,064.81 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT any part of captions lands comprising AKM Commerce Park as recorded in Map Book 28, Page 1, Probate Office, Shelby County, Alabama