

Clerk: ALLDREDGEM

This document prepared by: **Dan J. Willingham, Attorney at Law**
412 1st Ave. SW, Cullman, AL 35055 (256) 734-2023

STATE OF ALABAMA
WALKER, SHELBY, CULLMAN & JEFFERSON COUNTY

MORTGAGE

KNOWN ALL MEN BY THESE PRESENTS:

That whereas, **MUHAMMAD ALI and wife, SAMIA MOIZUDDIN; BISMILLAH HOLDINGS LLC; and RESOURCE AND SOLUTIONS, LLC**, (hereinafter called "Mortgagors"), whether one or more is justly indebted, to **TONY WILKINS**, (hereinafter call "Mortgagee"), whether one or more, in the sum of SEVEN HUNDRED FIFTY THOUSAND and No/100 (\$750,000.00) Dollars, evidenced by one promissory waive note of even date and subject to the terms and conditions contained therein.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, **MUHAMMAD ALI and wife, SAMIA MOIZUDDIN; BISMILLAH HOLDINGS LLC; and RESOURCE AND SOLUTIONS, LLC**, and all others executing this mortgage, does hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Walker, Shelby, Cullman and Jefferson County, State of Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION.

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 for 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, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado 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 to promptly deliver said policies, or any renewal 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 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 amount 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, as be at once due and payable.

Upon condition, however, that if the said Mortgagors pays said indebtedness, 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 incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once

FULLER,
WILLINGHAM,
FULLER
& CARTER, LLC
ATTORNEYS AT LAW
413 FIRST AVENUE SW
POST OFFICE BOX 1213
CULLMAN, ALABAMA
35056-1213

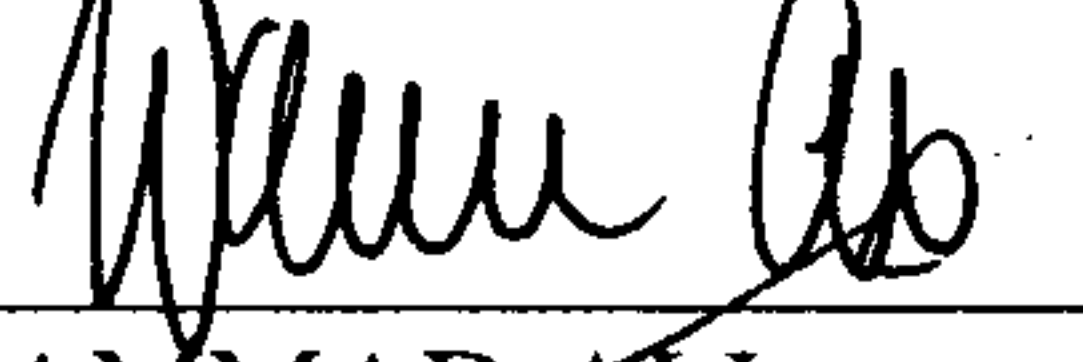
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Shelby Cnty Judge of Probate, AL
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7776 fax 1125.00 Recording Fee 31.00 TOTAL 1156.00

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: 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 then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; third, 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 Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, the highest bidder therefor; 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.


IN WITNESS WHEREOF the undersigned **Muhammad Ali and wife, Samia Moizuddin; Bismillah Holdings LLC; and RESOURCES AND SOLUTIONS, LLC**, has caused these presents to be executed on this the **25th** day of **April, 2016**.



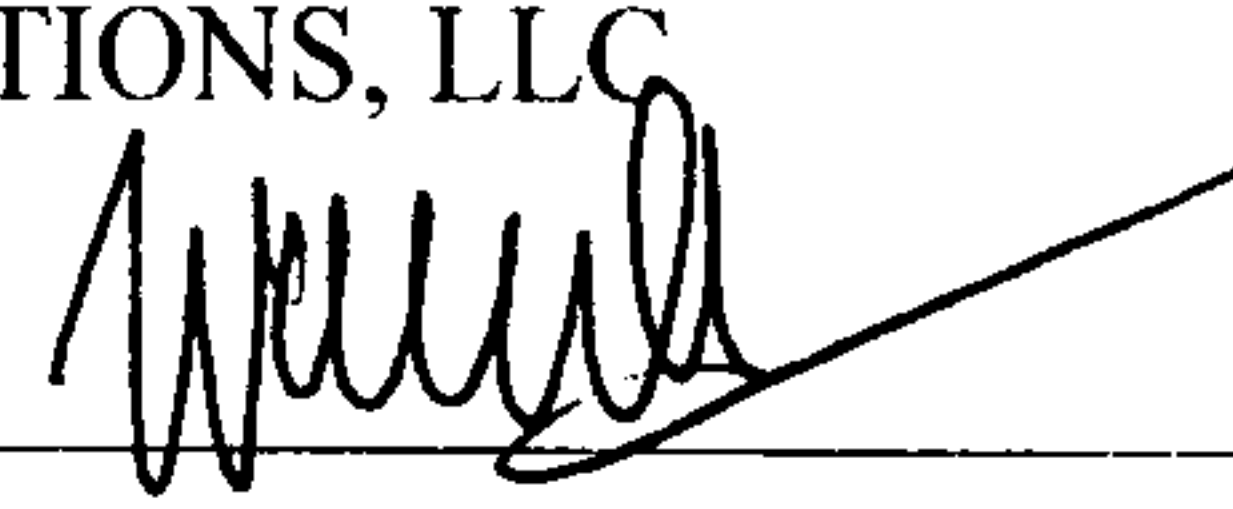
MUHAMMAD ALI



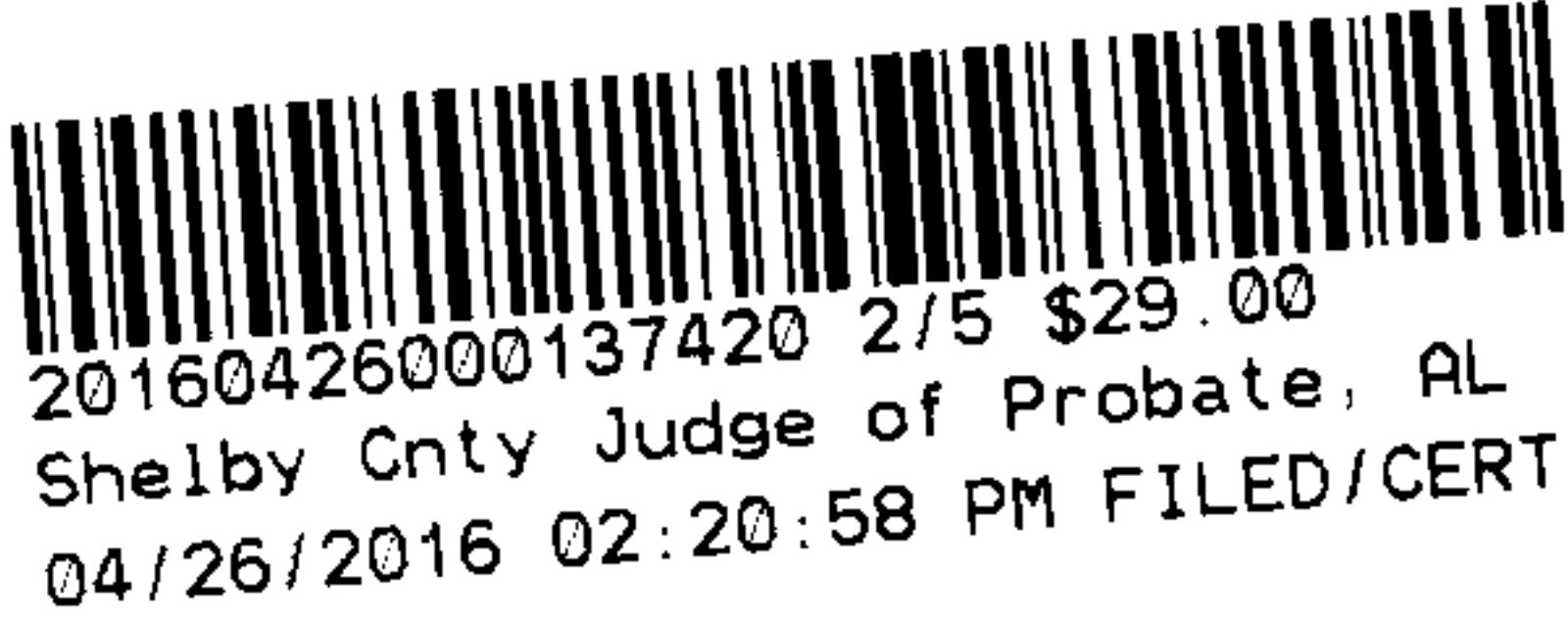
SAMIA MOIZUDDIN

BISMILLAH HOLDINGS, LLC 

BY: Muhammad Wasim Sadiq Ali, Member

RESOURCES and SOLUTIONS, LLC
BY: 

Muhammad Ali, Member




STATE OF ALABAMA

CULLMAN COUNTY

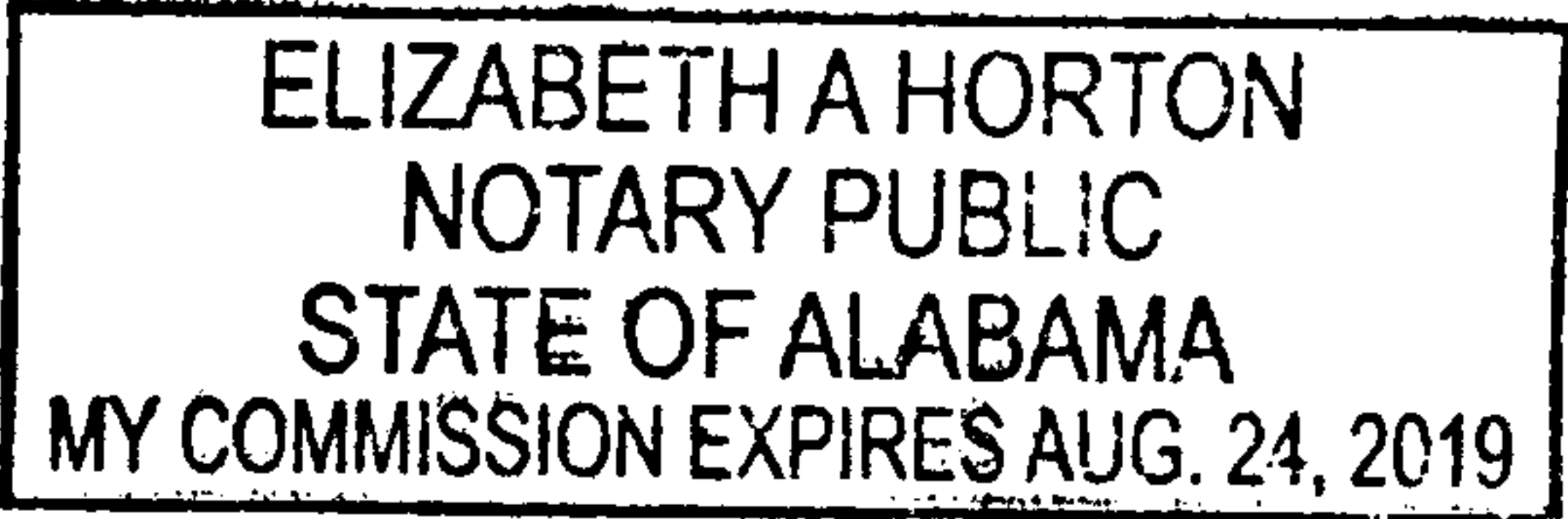
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Muhammad Ali and wife, Samia Moizuddin, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this **25th** day of **April, 2016**.



Notary Public
My Commission Expires: 08/24/2019

FULLER,
WILLINGHAM,
FULLER
& CARTER, LLC
ATTORNEYS AT LAW
413 FIRST AVENUE SW
POST OFFICE BOX 1213
CULLMAN, ALABAMA
35056-1213



STATE OF ALABAMA

CULLMAN COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Muhammad Wasim Sadiq Ali, whose name as Member of Bismillah Holdings LLC, 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 25th day of April, 2016.

Elizabeth Horton
Notary Public
My Commission Expires: 08/24/2019

STATE OF ALABAMA

CULLMAN COUNTY

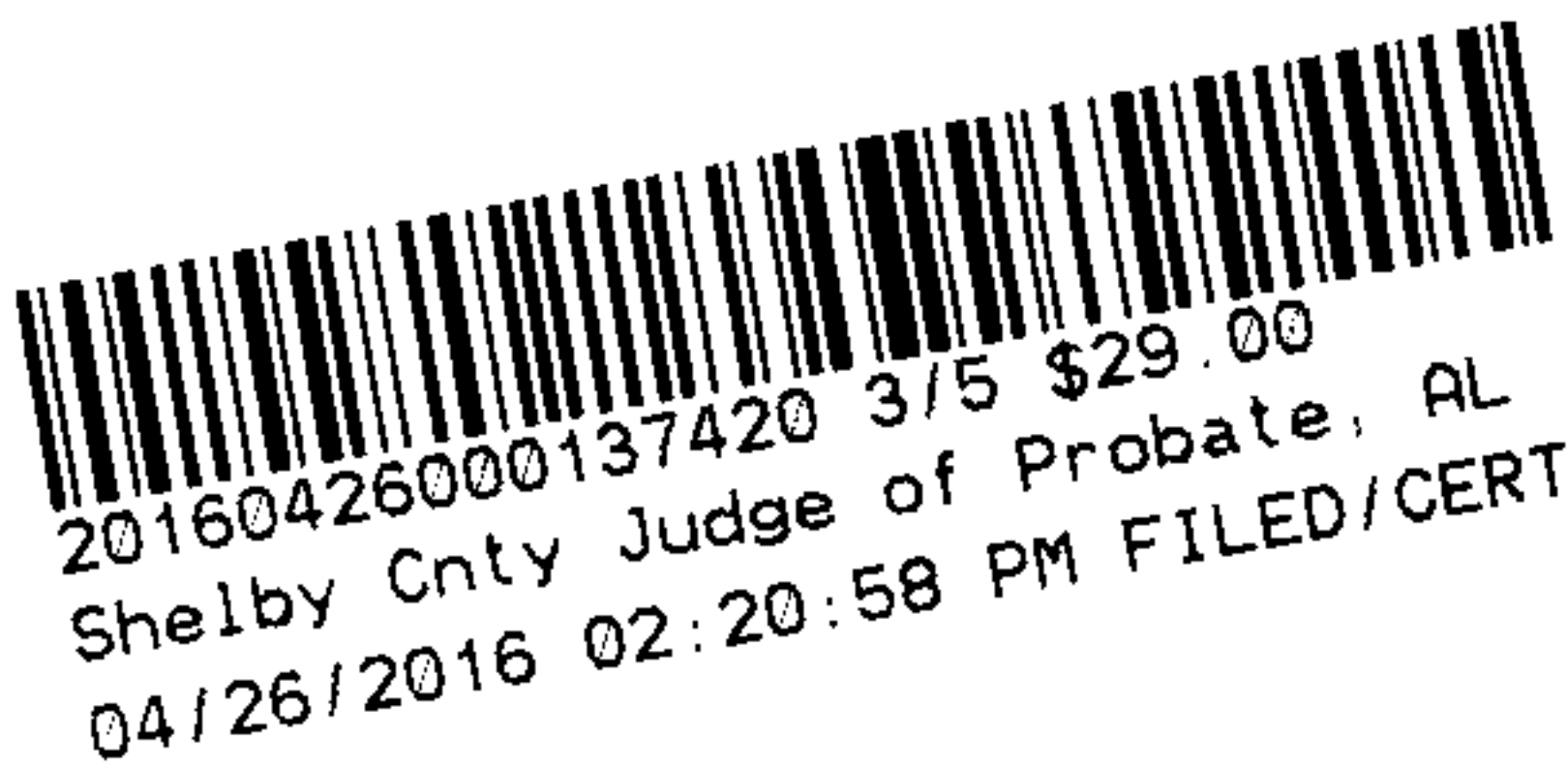
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Muhammad Ali, whose name as Member of Resources and Solutions, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 25th day of April, 2016.

Elizabeth Horton
Notary Public
My Commission Expires: 08/24/2019

- 75% per cent Walker County
- 5% per cent Shelby County
- 10% per cent Jefferson County
- 10% per cent Cullman County

ELIZABETH A HORTON
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES AUG. 24, 2019



Recorded in Cnt. Bk 2456 Pg 349
04/26/2016 10:50:08 AM
Elizabeth Horton, Judge of Probate, Walker County, Alabama

EXHIBIT A

Legal Description

Parcel I

Lot 7, according to Jackson Addition to Lay Lake, Sector 1, as recorded in Map Book 31, Page 91, in the Probate Office of Shelby County, Alabama.

Parcel II

Begin at the NE corner of the NE 1/4 of the NW 1/4 of Section 10, Township 14 South, Range 7 West, Walker County, Alabama; thence North 89 degrees 36 minutes 43 seconds West along the North boundary of said NE 1/4 of NW 1/4 303.03 feet; thence South 02 degrees 43 minutes 59 seconds East 252.20 feet to the point of beginning; thence continue along the same course 202 feet, more or less to the North right of way of U.S. Highway 78; thence Northwest along said right of way 213.67 feet more or less to the Southeast corner of that parcel of property at Volume 1539 page 216; thence North 02 degrees 43 minutes 59 seconds West 201.66 feet; thence South 89 degrees 36 minutes 43 seconds East 204.87 feet to the point of beginning.

Parcel III

That part of the East Half of the Northeast 1/4 lying West of the Locust Fork of the Black Warrior River, and the Northeast 1/4 of the Southeast 1/4 lying North of the Locust Fork of the Black Warrior River, all in Section 13, Township 17 South, Range 6 West, Jefferson County, Alabama, said parcel being more particularly described as follows:
Begin at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 17 South, Range 6 West, Jefferson County, Alabama, and run North 0 degrees 2 minutes 4 seconds East along the West line of the Southeast 1/4 of the Northeast 1/4 of said Section 13 a distance of 1328.60 feet to the Northwest corner of said 1/4-1/4 section; thence turn an interior angle of 179 degrees 57 minutes 56 seconds and run to the right in a northerly direction along the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 13 a distance of 1328.01 feet to the Northwest corner of said 1/4-1/4 section; thence turn an interior angle of 88 degrees 21 minutes 40 seconds and run to the right in an easterly direction along the North line of said Section 13 a distance of 228.30 feet, more or less, to the centerline of the Locust Fork of the Black Warrior River; thence turn an interior angle of 121 degrees 19 minutes 15 seconds and run to the right in a Southeasterly direction along the centerline of said river a distance of 1555.95 feet to a point; thence turn an interior angle of 176 degrees 44 minutes 45 seconds and run to the right in a Southeasterly direction along the centerline of said river a distance of 835 feet to a point; thence turn an interior angle of 154 degrees and run to the right in a Southerly direction along the centerline of said river a distance of 530 feet to a point; thence turn an interior angle of 135 degrees and run to the right in a Southwesterly direction along the centerline of said river a distance of 350 feet to a point; thence turn an interior angle of 165 degrees and run to the right in a Southwesterly direction along the centerline of said river a distance of 375 feet to a point; thence turn an interior angle of 156 degrees and run to the right in a Westerly direction along the centerline of said river a distance of 810 feet to a point on the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 13; thence turn an interior angle of 84 degrees 25 minutes 12 seconds and leaving said centerline run to the right in a Northerly direction along the West line of said 1/4-1/4 section a distance of 512.42 feet, more or less, to the point of beginning of the herein described parcel.

Together with a non-exclusive easement for ingress and egress as described in Instrument #9980-0984

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CONTINUATION OF EXHIBIT "A"

Parcel IV

Beginning at a capped rebar found at a point purported to be the Southwest corner of the Southeast quarter of the northeast quarter of Section 36, Township 11 South, Range 5 West in Cullman County, Alabama; Thence North 88 degrees 45 minutes 16 seconds West 492.66 feet to a rock; Thence North 00 degrees 55 minutes 19 seconds East 47.22 feet to a capped rebar set; Thence North 12 degrees 37 minutes 21 seconds East 95.72 feet to a point on the 510 foot contour of Lewis-Smith Lake; Thence along said Contour as follows: Thence North 04 degrees 54 minutes 52 seconds West 40.95 feet to a point; Thence North 11 degrees 15 minutes 09 seconds East 75.56 feet to a point; Thence North 16 degrees 23 minutes 14 seconds East 96.26 feet to a point; Thence North 12 degrees 06 minutes 00 seconds East 81.06 feet to it point; Thence North 13 degrees 06 minutes 54 seconds East 114.96 feet to a point; Thence South 67 degrees 23 minutes 29 seconds East 50.64 feet to a point; Thence North 44 degrees 09 minutes 00 seconds East 101.07 feet to a point; Thence North 30 degrees 07 minutes 49 seconds East 79.94 feet to a point; Thence North 32 degrees 10 minutes 13 seconds West 137.97 feet to a point; Thence North 47 degrees 59 minutes 51 seconds East 39.99 feet to a point; Thence North 48 degrees 23 minutes 10 seconds East 74.21 feet to a point; Thence North 47 degrees 57 minutes 38 seconds West 63.24 feet to a point; Thence North 44 degrees 05 minutes 24 seconds West 150.95 feet to a point; Thence North 07 degrees 54 minutes 43 seconds East 275.67 feet to a point; Thence North 14 degrees 49 minutes 34 seconds East 174.57 feet to a point; Thence: North 87 degrees 11 minutes 00 seconds East 43.99 feet to a point; Thence South 57 degrees 33 minutes 59 seconds East 60.79 feet to a point; Thence South 42 degrees 47 minutes 04 seconds East 88.38 feet to a point; Thence South 82 degrees 11 minutes 10 seconds East 69.16 feet to a point; Thence North 48 degrees 55 minutes 53 seconds East 99.83 feet to a point; Thence North 20 degrees 24 minutes 57 seconds East 93.37 feet to a point; Thence North 04 degrees 55 minutes 23 seconds East 92.77 feet to a point; Thence North 45 degrees 49 minutes 05 seconds East 92.15 feet to a point; Thence North 23 degrees 42 minutes 16 seconds West 100.77 feet to a point; Thence North 22 degrees 27 minutes 29 seconds West 96.56 feet to a point; Thence North 03 degrees 35 minutes 26 seconds East 92.62 feet to a point; Thence South 67 degrees 15 minutes 26 seconds East 137.39 feet to a point; Thence North 85 degrees 22 minutes 00 seconds East 122.93 feet to a point; Thence South 77 degrees 38 minutes 33 seconds East 140.98 feet to a point; Thence South 69 degrees 41 minutes 33 seconds East 129.55 feet to a point; Thence South 16 degrees 39 minutes 05 seconds West 94.67 feet to a point; Thence South 66 degrees 59 minutes 03 seconds West 54.17 feet to a point; Thence South 67 degrees 24 minutes 01 seconds West 82.26 feet to a point; Thence South 41 degrees 36 minutes 54 seconds West 206.10 feet to a point; Thence South 17 degrees 12 minutes 48 seconds West 85.25 feet to a point; Thence South 17 degrees 04 minutes 21 seconds West 76.68 feet to a point; Thence South 27 degrees 18 minutes 40 seconds West 40.62 feet to a point; Thence South 08 degrees 17 minutes 44 seconds West 51.50 feet to a point; Thence South 19 degrees 32 minutes 38 seconds East 115.31 feet to a point; Thence South 55 degrees 12 minutes 24 seconds East 59.63 feet to a point; Thence North 01 degree 12 minutes 14 seconds East 90.93 feet to a point; Thence North 27 degrees 05 minutes 15 seconds East 40.08 feet to a point; Thence North 23 degrees 58 minutes 00 seconds East 64.16 feet to a capped rebar found; thence North 29 degrees 12 minutes 30 seconds East 64.61 feet to a point; Thence North 45 degrees 28 minutes 20 seconds East 64.88 feet to a point; Thence North 74 degrees 55 minutes 30 seconds East 35.64 feet to a point; Thence South 68 degrees 42 minutes 33 seconds East 33.78 feet to a point; Thence South 39 degrees 21 minutes 38 seconds East 55.99 feet to a point; Thence South 49 degrees 32 minutes 04 seconds East 56.13 feet to a point; Thence leaving said contour South 14 degrees 32 minutes 48 seconds East 1298.10 feet to a capped rebar found on the West margin of a cul-de-sac as follows: Thence on a curve to the left with a chord bearing and distance of South 42 degrees 42 minutes 43 seconds West 71.49 feet to a capped rebar set; Thence on a curve to the right with a chord bearing and distance of South 17 degrees 08 minutes 25 seconds West 19.18 feet to a capped rebar set; Thence on a curve to the right with a chord bearing and distance of South 36 degrees 04 minutes 14 seconds West 37.96 feet to a ,capped rebar set; Thence leaving said cul-de-sac South 89 degrees 32 minutes 05 seconds West 143.08 feet to a capped rebar found; Thence North 88 degrees 45 minutes 16 seconds West 653.47 feet to the point of beginning containing 38.08 acres more or less.

According to the Survey of Robert L. Taylor; Ala. Reg. No. 23348, dated October 13, 2006, WO 06-273.

AND ALSO NELL D. CREEL'S undivided interest in and to the following described easement: 100 foot wide easement for ingress, egress and utilities: A 100 foot wide ingress egress Easement being a part of the East half of the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 36, Township 11 South, Range 5 West, Cullman County, Alabama said easement being 50 feet left and right of the following described centerline: Commence at the Southwest corner of said East half of the Southeast Quarter of the Northeast Quarter of said Section 36 and run North 00 degrees 23 minutes 30 seconds West and run along the West line, a distance of 200.06 feet to the point of beginning; thence run South 28 degrees 26 minutes 41 seconds East, a distance of 274.55 feet to a found 1 inch rebar, thence run South 09 degrees 13 minutes 40 seconds West, a distance of 772.68 feet to a set rebar on the west line of the East half of the Northeast Quarter of the Southeast Quarter and being on the North right of way line of Cullman County Road No. 154 and the ending point of this Easement.

Source of Title: Deed Book 524, Page 412, recorded in the Probate Office of Cullman County, Alabama.



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