

THIS INSTRUMENT PREPARED BY:

NAME: Martha Grace Cottingham

ADDRESS: Rt. 1 Box 244 Brierfield, Al. 35035

MORTGAGE

State of Alabama

Shelby COUNTY

Know All Men By These Presents, that whereas the undersigned Richard & Linda Guest
justly indebted to H & H Const. Co., Inc.

in the sum of Sixteen thousand nine hundred sixty two dollars & ninety six cents (16,962.96)
evidenced by A promissory note Dated 8-20-84 with 84 consecutive monthly installments
of \$201.94 each.

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when
the same falls due, 9-25-84

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at
maturity, the undersigned, Richard & Linda Guest

do, or does, hereby grant, bargain, sell and convey unto the said H & H Const. Co., Inc.

(hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

A lot or parcel of land situated in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of sec.3, Twp 22S, R4W,
more particularly described as follows: Commence at the point of intersection of the
E line of the above said $\frac{1}{4}$ and Southeasterly right of way line of Shelby County
Highway No. 54, thence run in a Southwesterly direction along said right of way line
for a distance of 250.21 feet to the point of beginning. Thence continue along same
line for a distance of 105.0 feet, thence turn 56°20' to the left for a distance of
210.0 feet, thence turn 123.40' to the left for a distance of 105.0 feet, thence turn
56°20' to the left for a distance of 210.0 feet to the point of beginning.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing
the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises,
and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said
indebtedness, the undersigned agrees to keep the improvements on said 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 said
Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if
collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, as-
sessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered
by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mort-
gagee 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 said Mortgagee, 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 in said property become in-
dangered by reason of the enforcement of any prior lien or incumbrance 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 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 Mort-
gagee 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 pub-
lished in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court
House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 expended in paying insurance, taxes, or other incumbrances, with interest there-

Form: 385(2/68)

H&H CONSTRUCTION COMPANY

Route 1, Box 244
BRIERFIELD, ALABAMA 35035

on, 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said 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 said 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, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the _____ day of _____ 19____

WITNESSES:

X Don L. Howard
Witness signs here

X Richard Hest (Seal)
Husband signs here

42 X Bary Wilson
Witness signs here

X Linda Hest (Seal)
Wife signs here

(Seal)

TRANSFER AND ASSIGNMENT

Alabama _____ County _____
For value received the undersigned hereby transfers, assigns, and conveys unto _____ all _____
right, title, interest, powers and options in, to, and under the within Mortgage from _____
to _____
as well as to the land described therein and the indebtedness secured thereby.
In witness whereof the undersigned has hereunto set hand and seal, this day of _____
Signed, sealed and delivered in presence of _____
Witness _____
Notary Public _____

RECORDING FEES

Mortgage Tax \$ 25.50
Deed Tax _____
Mineral Tax _____
Recording Fee 5.00
Index Fee 1.00
(SEAL)
TOTAL (SEAL) \$ 31.50

STATE OF Alabama
COUNTY OF Shelby

PROOF BY SUBSCRIBING WITNESS

I, Serry M. Killingsworth a Notary Public in and for said County, in said State, hereby certify that Don L. Howard & Bary Wilson a subscribing witness to the foregoing Mortgage, known to me, appeared before me this day, and, being sworn, stated that the within named Grantor(s) voluntarily executed the same in his presence, and in the presence of the other subscribing witness (all being informed of the contents of the Mortgage) on the day the same bears date; that he attested the same in the presence of the Grantor(s) and the other witness, and that such other witness subscribed his name as a witness in his presence.

Given under my hand, this 31st day of August 1984.

NOTARY SIGNS
HERE

X Serry M. Killingsworth
Notary Public

Return to
H & H CONST. CO., INC.
Rt. 1, Box 244
Brierfield, AL 35035

TO

MORTGAGE

STATE OF ALABAMA,

County.

Office of the Judge of Probate

Judge of Probate