

(Name) Jane M. Martin Asst. V. P. Loan Admn. Shelby State Bank  
(Address) P. O. Box 216 Pelham, Alabama 35124

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Willow Creek, Partnership of Roy Martin Construction, Inc. and  
Bama Builders, Inc.

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Shelby State Bank, an Alabama  
Banking Corporation

(hereinafter called "Mortgagee", whether one or more), in the sum

of Three Hundred Eighty Thousand and no/100----- Dollars  
(\$ 380,000.00 ), evidenced by it's note of even date

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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, Willow Creek, Partnership of Roy Martin  
Construction, Inc. and Bama Builders, Inc.

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, State of Alabama, to-wit:

All that part of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 26, Township 20  
South, Range 3 West, lying South of County Road No. 64. Situated in  
Shelby County, Alabama. The above description includes Map of  
Willow Creek, Phase I, as recorded in Map Book 7 Page 132 in the  
Probate Office of Shelby County, Alabama. LESS AND EXCEPT Lots 37, 38,  
39, 40 and 56, according to the survey of Willow Creek, Phase I, as  
recorded in Map Book 7 Page 132 in the Probate Office of Shelby County,  
Alabama; being situated in Shelby County, Alabama.

\*THIS IS A CORRECTIVE MORTGAGE, CORRECTING THAT MORTGAGE RECORDED IN MAP BOOK  
035 PAGE 405 and 406 IN THE NAME OF WILLOW CREEK, PARTNERSHIP OF ROY MARTIN  
CONSTRUCTION, INC. AND BAMA BUILDERS, INC.

*Shelby Bank*

Said property warranted free from all incumbrances and at any adverse claims, except as stated

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, 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 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 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 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 incumbrances, 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, if 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 Willow Creek, Partnership of Roy Martin Construction, Inc. and Bama Builders, Inc.

have hereunto set it's signature and seal, this 23rd day of July 19 85  
Willow Creek Partnership Roy Martin Construction  
Inc. Partner by: (SEAL)  
Bama Builders, Inc. Partner (SEAL)  
By: Michael T. Woods Pres. (SEAL)  
By: James R. Kuhn Sec./Treas (SEAL)

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THE STATE of \_\_\_\_\_ COUNTY }  
I, \_\_\_\_\_, a Notary Public in and for said County, in said State,  
hereby certify that  
whose name \_\_\_\_\_ signed to the foregoing conveyance, and who known to me acknowledged before me on this day,  
that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
Notary Public.

THE STATE of Alabama }  
Shelby COUNTY }  
I, the undersigned \_\_\_\_\_, a Notary Public in and for said County, in said State,  
hereby certify that Roy L. Martin  
whose name as President of Roy Martin Construction, Inc.  
a corporation, 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 such conveyance, he, as such officer and with full authority, executed the same voluntarily  
for and as the act of said corporation.  
Given under my hand and official seal, this the 23rd day of July, 19 85  
\*\*SEE ATTACHED FOR ADDITIONAL ACKNOWLEDGEMENT\*\*  
\_\_\_\_\_, Notary Public  
My Commission Expires 6-13-89

Return to:

TO

MORTGAGE DEED

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guaranty Division  
TITLE INSURANCE - ABSTRACTS  
Birmingham, Alabama

\*\*ATTACHMENT

THE STATE of Alabama  
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael L. Wood whose name as President of Bama Builders, Inc. a corporation, 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 such conveyance, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 23<sup>rd</sup> day of July, 1985.

James James Cobb Notary Public  
My Commission Expires 6-13-89

THE STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James R. Powers whose name as Sec./Treas. of Bama Builders, Inc. a corporation, 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 such conveyance, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 23<sup>rd</sup> day of July, 1985.

James James Cobb Notary Public  
My Commission Expires 6-13-89

STATE OF ALA SHELBY CO.  
I CERTIFY THAT  
NOTARY PUBLIC

1985 SEP -5 AM 10:04

James James Cobb  
JUL 10 1985

#### RECORDING FEES

Mortgage Tax	\$	
Deed Tax		
Mineral Tax		
Recording Fee		7.50
Index Fee		1.00
TOTAL	\$	8.50