(Address) \_\_\_\_

POST OFFICE BOX 100, PELHAM, ALABAMA 35124

Form 1-1-22 Rev. 1-66

MORTGAGE-Birmingham, Alabama

STATE OF ALABAMA

. COUNTY

Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

H. S. RHODES D/B/A RHODES CONSTRUCTION COMPANY

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

## FIRST AMERICAN BANK OF PELHAM

of NINTY ONE THOUSAND EIGHT HUNDRED SEVENTY FIVE AND NO/100----- Dollars (\$ 91,875.00 ), evidenced by

L & D NOTE OF EVEN DATE PAYABLE IN 167 DAYS, AND ANY AND ALL RENEWALS AND EXTENSION THEREAFTER, AT AN INTEREST RATE OF FLOATING PRIME PLUS 1 1/24, INITIAL RATE OF 11.50%.

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,

## H. S. RHODES D/B/A RHODES CONSTRUCTION COMPANY

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in SHELBY

LOT 82, ACCORDING TO THE SURVEY OF DEARING DOWNS, 6TH ADDITION, PHASE II, AS RECORDED IN MAP BOOK 11 PAGE 31 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND RE-RECORDED IN MAP BOOK 11 PAGE 80 IN SAID PROBATE OFFICE; BEING SITUATED IN SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.

BOOK 200 PAGE 714

D



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

	Η.	s.	RHODES	D/B/A	RHODES	CONSTRUCTION	COMPANY
--	----	----	--------	-------	--------	--------------	---------

have hereunto se				Par Amarik		0000		(SEAL
			·	н. s.	Rhodes		· ——	(SEAI
								(SEAI
			•					_
				····		·		(SEA
THE STATE O	F ALAE SHEI	DV	OUNTY			•		
I, John Johnson		SHOCKLEY H	. S. RHODE	s	, a Notary	y Public in and fo	or said Count	y, in said Sta
whose name i	S signed to	o the foregoing	conveyance, and	vho is	know	n to me acknowle	edged before	me on this da
that being inform			1011		7	ne voluntarily on	•	
Given under r	_	i official scal th ISSION EXPIRES DE	113	day of		wyust WyShi		88 _Notary Publ
		ISSION EXPINES DE	CEMBER 10, 1931	· · · · · · · · · · · · · · · · · · ·	<del>- (  00</del>	NAN PORT	sover y	- 1
THE STATE of	i	0	OUNTY		$\bigcirc$		U	₽1 - 1
			l.		, a Nota	ry Public in and	for said Cour	ity, in said Sta
			-,		•			
hereby certify the whose name as			-,	oſ	•			33
whose name as a corporation, is the contents of corporation.	signed to th such convey	e foregoing con vance, he, as su d official seal, t	veyance, and who is ch officer and with his the	h full author da	ne, acknowledgerity, executed to	he same voluntar	his day that, b rily for and a , 19	s the act of sa
whose name as a corporation, is the contents of corporation.	signed to th such convey	ance, he, as su	ch officer and wit	h full author	ne, acknowledgerity, executed to	he same voluntar	rily for and a	s the act of sa
whose name as a corporation, is the contents of corporation.	signed to th such convey	ance, he, as su	ch officer and wit	h full author	ne, acknowledgerity, executed to	he same voluntar	rily for and a	s the act of sa
whose name as a corporation, is the contents of corporation.	signed to th such convey	ance, he, as su	ch officer and wit	h full author	ne, acknowledgerity, executed to ay of CERTIFY STRUMENT S	he same voluntar	rily for and a	s the act of sa
whose name as a corporation, is the contents of corporation.	signed to th such convey	ance, he, as su	ch officer and wit	h full author	ne, acknowledgerity, executed to a CERTIFY STRUMENT STRUM	AH 10: 10  ROBATE	rily for and a	s the act of sa
whose name as a corporation, is the contents of corporation.	signed to th such convey	pance, he, as sured official seal, to DEED	ch officer and wit	h full author	ne, acknowledgerity, executed to ay of CERTIFY STRUMENT JUDGE OF 1	AH 10: 10  ROBATE	rily for and a	s the act of sa
whose name as a corporation, is the contents of corporation.  Given under a	signed to th such convey	d official seal, t	ch officer and wit	h full author	ne, acknowledgerity, executed to ay of CERTIFY STRUMENT JUDGE OF 1	AH 10: 10  ROBATE  Teg. Tax  118. Tax	rily for and a	s the act of sa
whose name as a corporation, is the contents of corporation.  Given under a	signed to the such convey	CAGE DEED	ch officer and wit	h full author	ne, acknowledgerity, executed to STRUMENT VILLE OF TOURS OF THE PROPERTY OF TH	he same voluntar  AH IO: 10  ROBATE  Tex  Cording Fee	7.85.00	s the act of sa
whose name as a corporation, is the contents of corporation.  Given under a	signed to the such convey	CAGE DEED	ch officer and wit	h full author	T CERTIFY STRUMENT JUDGE OF I  2. N 3. R 4. If	he same voluntar  AH IO: 10  ROBATE  Tex  Cording Fee  Idexing Fee	7.85.00	s the act of sa
whose name as a corporation, is the contents of corporation.  Given under a	signed to the such convey	CAGE DEED	ch officer and wit	h full author	T CERTIFY STRUMENT JUDGE OF I  2. N 3. R 4. If	he same voluntar  AH IO: 10  ROBATE  Tex  Cording Fee	7.85.00	s the act of sa
whose name as a corporation, is the contents of corporation.  Given under a	signed to the such convey	AGE DEED	ch officer and wit	h full author	T CERTIFY STRUMENT JUDGE OF I  2. N 3. R 4. If	he same voluntar  AH IO: 10  ROBATE  Tex  Cording Fee  Idexing Fee	7.85.00	s the act of sa