COUNTY OF SHELBY

REAL ESTATE MORTGAGE

THIS MORTGAGE, made and entered into on this DENMAN BUILDERS INC

17th

day of November

1999, by and between

DENMAN BUILDERS INC

(hereinafter referred to as "Mortgagor") and COLONIAL BANK (hereinafter referred to as "Mortgagoe").

Mitnesseth:

WHEREAS, Mortgagor is justly indebted to Mortgages, and hereby executes this Mortgage to secure the payment of \$107,250.00 one Hundred Seven Thousand Two Hundred Fifty And 00/100 Dollars

as avidenced by promissory note of even date herewith and payable in accordance with the terms of said note

WHEREAS, Mortgagor may hereafter become further indebted to Mortgagee as may be evidenced by promissory note(s) or otherwise, and it is the intent of the parties hereto that this mortgage shall secure any and all indebtedness(es) of Mortgagor to Mortgagee, whether now existing or hereafter arising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect, and this mortgage is to secure not only the indebtedness evidenced by the note hereinabove specifically referred to, but any and all other debts, obligations or kebilities of Mortgagor to Mortgagee, now existing or hereafter arising, and any and all extensions or renewals of same, or any part thereof, whether evidenced by note open account endorsement, guaranty, pledge or otherwise.

NOW. THEREFORE, Mortgagor and all others executing this mortgage, in consideration of the premises, and to secure the payment of said indebtedness evidenced by note hereinabove specifically referred to, and any and all other indebtedness(es) due or to become due as hereinabove genérally referred to, and the compliance with all of the covenants and stipulations herein contained, has bargained and sold, and does hereby grant bargain, sell, ellen, convey, transfer and mortgage unto Mortgaged, its successors and assigns, the following described real estate, together with buildlings and improvements thereon (hereinafter sometimes called the "real estate" or the "mortgaged real estate"), lying and being situated

State of Alabama, and more particularly described at follows, to wit LOT 104, ACCORDING TO THE SURVEY OF THE RIDGE AT STONEHAVEN, PHASE I, AS RECORDED IN MAP BOOK 25, PAGE 118, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

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together with all awards received through eminent domain, and payments upon any insurance policies covering the real estate, and all rights, privileges, tenaments, and appurtenances thereunto belonging or in anywise appartaining to said real estate including essements and rights-of-way appurtenant thereto and all gas, steam, electric and other heating, cooling and lighting apparatus, elevators, iceboxes, plumbing, stoves, doors and other fixtures appertaining to the real estate and improvements located thereon, all of which shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the real estate, and every part thereof, unto Mortgagee, its successors and assigns forever. And Mortgager governants with Mortgagee that it is lawfully seized of the real estate in fee simple and has a good right to sell and convey the same as aforesaid; that the real estate is free of all encumbrances except as herein set out, and Mortgager will warrant and forever defend the title to the real estate unto Mortgager its successors and assigns, against the lawful claims of all persons whomsoever.

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, agreements, and provisions:

- 1. That Mortgagor shall pay the said Indebtedness(es) secured hereby and interest thereon when and as it (they) shall become due, whether in course or under any condition, covenant or agreement herein contained, together with any other indebtedness(es) which Mortgagor may owe to Mortgagoe, it being further agreed that any statement, any note or obligation that is secured by this mortgage shall be conclusive evidence of such fact.
- 2. (a) That Mortgagor shall provide, maintain and deliver to Mortgagee policies of fire insurance (with extended coverage), and such other insurance as Mortgagee may from time to time require in companies, form, types, and amounts, and shall assign, with endorsements satisfactory to Mortgagee and deliver to Mortgagee with mortgagee clauses satisfactory to Mortgagee all insurance policies of any kind or in any amount now or hereafter issued with respect to the real estate. Not later than the first day following the expiration date of any and all such insurance policies and at any time upon request of Mortgagee. Mortgager shall furnish Mortgagee cartificates of insurance issued by insurance companies satisfactory to Mortgagee that the amount and type of insurance required by Mortgagee hereunder is in effect. All renewal policies, with premiums paid, shall be delivered to Mortgagee at least thirty (30) days before the expiration of the old policies. If any insurance, or any part thereof, shall expire,

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or be withdrawn or become void or unsafe by Mortgagor's breach of any condition thereof, or become void or unsafe by reason of the failure or impairment of the capital of any company by which the insurance may then be carried, or if for any reason whatever the insurance shall be unsatisfactory to Mortgagee, Mortgagor shall procure and deliver such new insurance, Mortgagor shall not be obligated to, procure same, and upon demand, Mortgagor shall remibure Mortgagee all such costs expended with interest on such advance at the rate set forth in the note secured hereby. Mortgagor shall give immediate notice in writing to Mortgagee of any loss, injury or damage affecting the mortgaged real estate caused by any casualty or occurrance. Full power is hereby conferred on Mortgagee to settle and compromise claims under all policies and to demand, receive, and receive in the event of the inferiousure of this mortgagee and security agreement or other transfer of title to the real estate in extinguishment of the indebtedness(es) secured hereby. In the event of lies covered by any of the policies of insurance herein referred to, each individual insurance company concerned is hereby authorized and directed to malle payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, efter deducting all costs of collection, including reasonable attorneys' fees, may be applied by the Mortgagee at its option, either as a payment on account of the indebtedness(es), secured hereby, whether or not then due or payable, or toward the restoration, reconstruction, repair, or alteration of the real estate, either to the portion thereof by which said loss was sustained or any other portion thereof.

- (b) That together with and in addition to the monthly payment of principal and interest, and on the same date on which the principal and interest are paylible under the terms of the note secured hereby, Mortgagor, if required by Mortgagoe, shall deposit with the Mortgagoe, in a non-interest bearing account, a sum equal to one-twelfth (1/12) of the yearly taxes and assessments which may be levied against the real estate and which may attain priority over this mortgage, and ground rents, if any, plus one-twelfth (1/12) of the yearly premiums for insurance that will become due and payable to renew the insurance on the real estate for coverage against loss by fire or such other hazard as may reasonably be required by the Mortgagoe. The amount of such taxes, assessments, ground rents, and insurance on the sufficient at any time the amount deemad necessary by the Mortgagoe to provide for the payment of taxes, assessments, ground rents and insurance premiums as they fall due, such excess shall be repaid to Mortgagor or credited to Mortgagor as Mortgagoe may determine. If the amount of the funds held shall not be sufficient at any time to pay taxes, assessments, ground rents, and insurance premiums as they fall due, Mortgagor shall pay to Mortgagoe any amount necessary to make up the deficiency upon notice from Mortgagoe to Mortgagor requesting payment thereof. Upon payment in full of all sums secured by this mortgage, Mortgagoe shall promptly refund to Mortgagor any funds held.
- (c) That Mortgagor shall pay and discharge as the same become due all taxes and assessments that may accrue, be levied, or assessed upon the real estate or any part thereof, which may be or become a lien prior to this mortgage or have priority in payment to the indebtedness(es) secured hereby, or upon Mortgagee's interest therein or upon this mortgage or the indebtedness(es) or evidence of indebtedness(es) secured hereby, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part(s) thereof upon Mortgagee; upon the passage of any law imposing the payment of the whole or any part thereof upon Mortgagee or upon the rendering by an appellate court of competent jurisdiction that the undertaking by Mortgagor to pay such taxes is legally inoperative, then the indebtedness(es) secured hereby without deduction shall, at the option of Mortgagee, become immediately due and payable, notwithstanding anything contained in this mortgage or any law heretofore enacted; and Mortgagor shall not suffer or permit any such taxes on the said real estate to become or remain delinquent or permit any part thereof or any interest therein to be sold for any taxes or assessments; and further shall furnish annually to Mortgagee, prior to the date when they become delinquent certificates or receipts of the proper offices showing full payment of all such taxes and assessments.
 - 3. That the real estate and the improvements thereon shall be kept in good condition and no waste committed or permitted thereon.
- it. That no building or other improvement on the real estate shall be structurally aftered, removed or demolished, without the Mortgaged's prior written consent, nor shall any fixture or chattel covered by this mortgage and adapted to the proper use and enjoyment of the real estate be removed at any time without like consent unless actually replaced by an article of equal suitability owned by Mortgagor, in the event of any breach of this covenant the Mortgages may, in addition to any other rights or remedies, at any time thereafter, declare the whole of the indebtedness(es) secured hereby immediately due and payable.
- 5. That Mortgagor agrees that the indebtedness(as) hereby secured shall at once become due and payable and this mortgage subject to foreciosure as provided for herein, at the option of holder hereof, when and it 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 nonexistence of the debt, or any part thereof, or of the lien, on which such statement is based.
- 6. That Mortgagor shall comply with all statutes, ordinances, regulations and laws promulgated by any governmental entity asserting jurisdiction over the real estate and any and all legal requirements shall be fully complied with by Mortgagor.
- 7. That if Mortgagor fails to insure the real estate as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued or assessed upon or against the real estate or the indebtedness(es) secured hereby, or any interest of Mortgagee in either, or fails to pay immediately and discharge any and all tiens, debts, and/or charges which might become liens superior to the lien of this mortgage, Mortgagee may, at its option, insure the real estate and/or pay said taxes, assessments, pebts, liens and/or charges and any money which Mortgagee shall have so pind shall constitute a debt to Mortgagee additional to the indebtedness(es) secured hereby; shall be secured by this mortgage; shall bear the interest set out in the right hereinabove referred to from date paid or incurred; and, at the option of Mortgagee, shall be immediately due and payable.
- 8. That Mortgagor agrees that no delay or failure of Mortgages to exercise any option to declare the maturity of any indebtedness(es) secured by this mortgage, shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either as to any past or present default, and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except as dividenced in writing, signed by the Mortgagor and by the holder hereof; and the procurement of insurance or the payment of taxes or other liens, debts or charges by Mortgages shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness(es) hereby secured by reason of the failure of Mortgagor to procure such insurance or to pay such taxes, debts, liens or charges.
- 9. That if Mortgages shall be made a party to any suit involving the title to the real estate and employs an attorney to represent it therein, or if Mortgages employs an attorney to assist in settling or removing any cloud on the title to the real estate hereby conveyed that purports to be superior to the lien of this mortgage in any respect, Mortgagor will pay to Mortgages, when the same becomes due, such attorney's fee as may be permitted by link and as may be reasonable for such services, and if such fee is paid or incurred by Mortgages the same shall be secured by the lien of this mortgage in addition to the indebtedness(es) secured hereby, and shall bear interest from the date it is peid or incurred at the rate set out in the note hereinabove referred to and shall be at once due and payable.
- 10. That all expenses incurred by Mortgages, including attorney's fee, in compromising, adjusting or defending against lien claims or encumbrances sought to be fixed upon the real estate flereby conveyed, whether such claims or encumbrances be valid or not, shall become a part of the indebtedness(es) hereby secured.
- 11. That Mortgagor agrees to pay a reasonable attorney's fee as may be permitted by law to Mortgagee should the Mortgagee employ an attorney to collect any indebtedness(es) secured by this mortgage.
- 12. That notwithstending that the assignment of swards hereinabove referred to shall be deemed to be self-executing, Mortgagor, after the allowance of a condemnation claim or award, and the ascertainment of the amount due thereon, and the issuing of a warrant by the condemnor for the payment thereof, shall execute, at Mortgagoe's request, and forthwith deliver to Mortgagoe, a valid essignment in recordable form, assigning all of such condemnation claims, awards or demagos to Mortgagoe, but not in excess of an amount sufficient to pay, satisfy and discharge the principal sum of this mortgago and any advances made by Mortgagoe as herein provided then remaining unpaid, with interest thereon at the rate specified herein, or in the note which this mortgage secures, to the date of payment, whether such remaining principal sum is then due or not by the terms of said note or of this mortgage.
- 13. That if Mortgagor shall make default in the payment of any of the indebtedness(es) hereby secured, or in the performance of any of the terms or conditions hereof. Mortgagee may proceed to collect the rent, income and profits from the real estate, either with or without the appointment of a receiver; any rents, income and profits collected by Mortgagee prior to foreclosure of this mortgage, less the cost of collecting the same, including any real estate commission or attorney's fee incurred, shall be credited first to advances with interest thereon, then to interest due on the principal indebtedness, and the remainder, if any, to the principal debt(s) hereby secured.
- . 34. That it is further agreed that if Mortgagor shall fail to pay, or cause to be paid, the whole or any portion of the principal sum, or any installment of interest thereon, or any other indebtedness(es) the payment of which is hereby secured, as they or any of them mature, either by lapse of time or otherwise, in accordance with the agreements and covenants berein contained, or should default be made in the payment of any mechanic's lists. materialmen's lien, insurance premiume, taxes or assessments now, or which may hereafter be, levied against, or which may become a lien on, the real estate, or should default be made in any of the covenants, conditions and agreements herein contained, then and in that event the whole of said principal sum, with interest thereon, and all other indebtedness(es) secured hereby, shall, at the option of the then holder of said indebtedness(es), be and become immediately due and payable and the holder of the indebtedness(as) hereby secured shall have the right to enter upon and take possession of the real estate, and after, or without, taking such possession of the same, sell the mortgaged real estate at public outcry, in front of the courthouse door of the county wherein the real estate is located, to the highest bidder for cash, either in person or by auctioneer, after first giving notice of the time, place, and terms of such sale by publication once a week for three (3) successive weeks in some newspaper published in said county, and, upon the payment of the purchase money, the Mortgages or any person conclucting said sale for it is authorized and empowered to execute to the purchaser at said sale a deed to the real estate so purchased in the name and on behalf of Mortgagor, and the certificate of the holder of the mortgage indebtedness, appointing said auctioneer to make such sale, shall be prima facie evidence of his authority in the real estate, or the equity of redemption from this mortgage may be foreclosed by suit in any court of competent jurisdiction as now provided by law in the case of past due mortgages, the Mortgagee, or the then holder of the indebtedness(es) hereby secured, may bid at such sale and become the purchaser of the real estate if the highlast builder therefore. The proceeds of any such sale shall be applied (a) to the expenses incurred in making the sale and in all prior afforts to affect collection of the indebtednessies) secured hereby, including a masonable attorney's fee, or reasonable attorneys' fees, as permitted by law for such services as may be, or have been, necessary in any one or more of the foreclosure of this mortgage, of the collection of said indebtedness(es), and of the pursuit of any efforts theretofore directed to that end, including, but without limitation to, the defense of any proceedings instituted by the Mortgagor or anyone liable for said indebtedness(es) or interested in the mortgaged

all estate to prevent or delay, by any means, the exercise of said power of sale on the foreclosure of this configuration for the part of the provisions of this configuration of the configuration of the part of the physical and satisfaction of said indebtednessles) and interest thereon specifically referred to hereinstance to the tap of high of the delignment and satisfaction of said indebtednessles) and interest thereon specifically referred to hereinstance to the tap of high of the delignment and over to Murigagor or Murigagor about it the form delignment the particular and foreclosure sale, as provided herein, shall be under no obligation to see to the proper application of the recovery of the particular and foreclosure sale, as provided herein, shall be under no obligation to see to the proper application that recovery

- That in the event of the enactment of any law by the State of Alabama, after the date of this mortgage, deducting from the issue state light the purpose of taxation any lien thereon, or imposing any liability upon Mortgages, in respect to the indebtednessies is associated by mortgages, or the mainter of conscious of the indepted in any way the laws now in force for the taxation of mortgages, or debts secured by mortgages, or the mainter of conscious of the issue that the usent Mortgage is as to affect this mortgage. Mortgager shall pay any such obligation imposed on Mortgagee thereby, and in the event Mortgage is to affect this mortgage. Mortgager shall pay any such obligation imposed on Mortgagee thereby, and in the event Mortgage is to all the obligation or is prohibited by law from making such payment, the whole of the principal sum secured by this mortgage together soft the interior shall, at the option of Mortgages, without notice to any party, became immediately due and payable.
- The That should Mortgagor become insolvent or bankrupt; or should a receiver of Mortgagor's property be appointed or should follow a distributed after the exclusion of this instrument to remove any improvements upon said mortgaged real estate or should it be discovered after the exclusion theory of this instrument, that there is a defect in the title to or a lieu or encumbrance of any nation on the real estate proof is the more state of an error or defect in the above described note or this instrument or in the execution or the acknowledgment thereof or it is a homestable of the plant of the real estate or any part thereof adverse to this mortgage and if the said Mortgagor shall fail for the typical state or any part thereof adverse to this mortgage and if the said Mortgagor shall fail for the typical state or environment or other holder or holders of said indebtedness(es), to correct such defects in the title or to remove any action of environment or defects.

intestent claim, or to correct any error in said note or this instrument or its execution. then upon any south default facility is a ferrifical partition of other holder or holders of said indebtednessles), or any part thereof shall have the option of right wide and interest of said indebtednessles) then remaining unpaid immediately due and payable, and may immediately it at any time there is no in a few or time power of sale herein contained or by suit, as such Mortgagee, or other holders or holders of sale herein contained or by suit, as such Mortgagee, or other holders or holders of sale herein contained or by suit, as such Mortgagee, or other holders or holders of sale herein contained or by suit, as such Mortgagee, or other holders or holders of sale herein contained or by suit, as such Mortgagee, or other holders or holders of sale herein contained or by suit, as such Mortgagee, or other holders or holders.

- If That no right, title or interest in or to the mortgaged real estate, or any part thereof, shall be soid, transferred, as expected an expected of the payment in full of the indebtedness(es) secured hereby without hist obtaining the print of any violation of this price and approval of Mortgages which consent and approval shall be within Mortgages's sole discretion; that in the event of any violation of this indebtedness(es) secured hereby, together with all interest thereon, shall become due and payable importantly in the entire unpaid balance of the indebtedness(es) secured hereby, together with all interest thereon, shall become due and payable importantly in the entire unpaid balance of the indebtedness(es) secured hereby, together with all interest thereon, shall become due and payable importantly in the entire of the indebtedness(es) secured hereby together with all interest thereon, shall become due and payable importantly in the entire of the indebtedness(es) secured hereby, together with all interest thereon, shall be come due and payable importantly in the entire of the indebtedness(es) secured hereby together with all interest thereon, shall be come due and payable importantly interest in the entire of the indebtedness(es) secured hereby the entire of the indebtedness(es) secured hereby together with all interest thereby the entire of the indebtedness(es) secured hereby together with all interest thereby the entire of the indebtedness(es) and interest thereby together with all interest thereby together with all interest thereby together with the terms hereby.
- In That it is the intent of the Mortgagor and Mortgagea to ascure any and all indebtednessies) of said Mortgagor to Mortgagor (1.5.15) intentities arising, due or to become due, absolute or contingent, liquidated or uniquidated, direct or indirect, and this mortgage is life to the security, not only the indebtedness hereinabove specifically referred to, but also any and all other debts, obligations and habilities of said (4.15) and Mortgagoe, whether now existing or hereafter arising, and any and all extensions or renewals of same or any part there, that or of actual satisfaction and cancellation of this mortgage in the Probate Office where recorded, and whether the same be exidented to the input addition of this mortgage in the Probate Office where recorded and whether the same be exidented to the same factorial, and or additional and cancellation of this mortgage agreement, or otherwise that it is expressly agreed that any interference is a second before account, endorsement, guarantly agreement, pladge agreement, or otherwise that it is expressly agreed that any interference is a second before the execution. The waved or renewed and that any part of the security before described that any the waved or renewed and that any part of the security ability to be a security to the payment of said indebtedness or any part thereof shall make to secure the payment of said indebtedness or other holder or holders of said indebtedness or after the security given by this mortgage, and all security for the payment of said indebtednesses or our part them.
- 19 That Mortgagor agrees for itself and any and all persons or goncerns claiming by, through or under Mortgagor that did it is the parties of them shall hold possession of the above described real estate or any part thereof subsequent to foreclosure hereunder it is the parties of possession shall become and be considered as tenants at will of the purchaser or porchasers at such foreclosure sate, and at y both to arrive refusing to surrender possession upon demand shall be guilty of forcible detainer and shall be hable to such purchasers of porchasers of reliable of the real estate, and shall be subject to eviction and removal, foreible or otherwise, with or without process of law, and ab dorrors be soutained by any such tenant as a result thereof being hereby expressly waived.
- 20 That Mortgagor agrees to faithfully perform all the covenants of the lessor or landford under present and foliars leases after the covenants of the lessor or landford under present and foliars leases after the covenants of the lessor or neglect, nor permit to be done, anything which may demans to impair their value, or the tents provided for the interest of the lessor or of the Mortgages therein or thereunder.

 [Physics 1977] A contraction of the done of the lessor or of the Mortgages therein or thereunder.
- That Mortgagor shall benish to Mortgages within

 Tiss all year of Mortgagor, such financial records as the holder of this mortgage may require excluding that real enterties for an across the replacement of the real estate which shall include annual statements itemizing the income and expenses an itemized rent of it petters of the preprint to financial statement of Mortgagor's assets and liabilities and its profit and loss statement. Such statement shall be preprint to account a financial records as the mortgages of at Mortgages or at Mortgages's discretion be supported by the aftidayst of Mortgagor's half in his action of the income and expense to Mortgages.
- 22. That if the indebtedness evidenced by the note specifically referred to hereinabove is being advanced by Mortgager to Mortgage to the note specifically referred to hereinabove is being advanced by Mortgager to Mortgager to the note of the properties of the provisions and in accordance with a loan agreement or construction loan agreement ("agreement), the terms and previously incorporated by reference as part of this mortgage as if fully set out herein, and any default in the performance of the provision or any contract or agreement between Mortgager and Mortgager, shall constitute a default hereinder entitling Mortgager in the right to foreclose this mortgage in accordance with the terms hereof that each FOTURE ADVANCE active remedies provided herein, including the right to foreclose this mortgage in accordance with the terms hereof that each FOTURE ADVANCE active Mortgager to Mortgagor is being advanced in accordance with an agreement dated.

 NOV: 17, 1999
- 23 That in the event this mortgage is second and subordinate to any prior mortgage(s) and in the event the Murtgagor at or) to revinents which become due on said prior mortgage(s), or should default in any of the other terms, provisions and conditions of said prior mortgage(s) shall constitute an event of default under the terms and provisions of this mortgage in Mirtgage in the enter indebtedness(es) secured by this mortgage immediately due and payable and it payable and it payable and it payable and it is option, declare the enter indebtedness(es) secured by this mortgage immediately due and payable and it payable and it is option. Mirtgage in the fact that it is nortgage in default and subject to foreclosure, provided that the Mortgague herein may at its option make it to Mortgage(s), or mour any such expense or obligations on behalf of \$2.50 per control to said prior mortgage(s), in order to prevent the foreclosure of said prior mortgage(s), and all such amounts so expend to the Mortgage and shall be secured by the murtgage and shall be an indice of the fight of payable, entitling the Mortgages to all of the rights and remedies provided herein, including, at Mortgages's option, the right is interested in mortgage.
- 24 That provided always that if Mortgegor pays the indebtedness(es) secured by this mortgage, and remituries Mortgages of the substitutions. Such a substitution of this mortgage, including without limitation, such such as the substitution, and shall do and perform all other acts and things herein agreed to be done assessments, insurance or other lions and interest themson, and shall do and perform all other acts and things herein agreed to be done inversance shall be not and void, otherwise it shall remain in full force and effect.
- 25 That any promise made by Mortgagor herein to pay money may be enforced by a soil at law and the security of the court of pay money may be enforced by a soil at law and the security of the court of a soil a control of the court of the co
- That no delay or failure of Mortgages to exercise any option become given or reserved stall a costdute a market of the fill of the payment of contracting to pay by Mortgages from afterwards exercising same or any other option at any time, and the payment of contracting to pay shall not constitute a waiver of default of Mortgages in taking to make baid payments as it is a lightly of tigages from foreclosing this mortgage on account of such failure of Mortgagos.
- 27 That wherever and whenever in this mortgage it shall be required or permitted that notice or demand be accounted for all 1, and the street or demand be given or served, and shall not be deemed to have been given or served unless or writing and formal to the first bed made return record requested, addressed as follows:

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DENMAN BUILDERS INC

2162 HIGHWAY 31 SOUTH

PELHAM, AL 35124

Colonial Bank

To Mortgagee: Colonial

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privity and agreements herein contained shall bind the successors and assigns of the Mortgagor, and every option, right and provided and accessors and assigns of the Mortgagor, and every option, right and provided and accessors. There will it secured to Mortgages shall must to the benefit of its successors and assigns. 1. That the aparterceability or invalidity of any provision or provisions of this mortgage shall not render any other provision or provision for beauti is promit prenders eable or invalid. All rights or remedies 61 Mortgagee hereunder are cumulative and not atternative, and are in addition to the ingrounded by law. TO WITNESS WHEREOF, the undersigned that) (have) set (its) (his) their) hand(s) and seal(s), on the day and year first above written 11.5 BUILDERS INC RODNEY B DENMAN ; 1, PRESIDENT 35 J. W. (5) A. CHIP NO -14-TE OF ALABAMA COUNTY Tobal could grand a Motary Public in and for said County, in said State, hereby cirtify that and the state of the signed to the foregoing conveyance and who its) (are) known to me, acknowledged before me on this day that being inferences Community of the conveyance, the) (she) (they) executed the same voluntarily on the day the same bears date, day of -- to my hand and official seal this the Notary Public τα είνα αξαθάΜΑ: COUNTY SHELBY RODNEY B DENMAN the professioned is Notacy Public in and for said County in said State, hereby certify that , is signed to the foregoing DENMAN BUILDERS INC PRESIDENT they remaind who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such off, or and a stable perhantly, executed the same voluntarily for and as the act of said corporation. 17th day of seconder my hand and official seal this the Notary Public Inst # 1999-48348 to be act proported by . AUENUE NORTH 11/30/1999-48348 TYPE HAM, AL 35201 09:37 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE

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The transpolar or plural words used herein to designate the Mortgager shall be construed to refer to the maker of this neutriage, and a