


STATE OF ALABAMA                    )  
  )  
COUNTY OF SHELBY                )

  
20110802000223340 1/3 \$69.00  
Shelby Cnty Judge of Probate, AL  
08/02/2011 08:58:16 AM FILED/CERT

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## MORTGAGE

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KNOW ALL MEN BY THESE PRESENTS: That Whereas, **MICHAEL GRIFFIN and TULLEDA GRIFFIN**, husband and wife, (hereinafter called "Mortgagors", whether one or more) are justly indebted to **GIS CONSTRUCTION, L.L.C.**, a Texas Limited Liability Company, authorized to do business in the State of Alabama, (hereinafter called "Mortgagee", whether one or more), in the sum of Thirty-Four Thousand and 00/100 Dollars (**\$34,000.00**), evidenced by One (1) Promissory note of even date, with the full debt, if not paid earlier, due and payable on the 1<sup>st</sup> day of June, 2026.

AND WHEREAS, Mortgagors, Michael Griffin and Tullea Griffin, agree, 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, Michael Griffin and Tullea Griffin, husband and wife, in executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in Jefferson County, State of Alabama, to-wit:

**That part of Lot 53, according to Thomas' Addition to the Town of Aldrich, map of which was recorded in the Office of the Probate Judge of Shelby County, Alabama in Map Book 3, page 52, and described as follows:**

**Begin at the Southwest corner of Lot 53 and run North and along the East right of way of the Southern Railroad a distance of 175 feet; thence East a distance of 200 feet; thence South a distance of 175 feet; thence West a distance of 200 feet to the point of beginning.**

SUBJECT TO THE FOLLOWING:

1. Ad Valorem taxes for current and subsequent years;
2. Easements, restrictions, reservations, rights-of-way, railroad right of way, limitations, covenants and conditions of record, if any; and
3. Mineral and mining rights.

THIS MORTGAGE CONSTITUTES A FIRST POSITION LIEN ON SAID PROPERTY.


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THIS MORTGAGE IS NOT ASSUMABLE WITHOUT WRITTEN PERMISSION OF MORTGAGEE.  
MORTGAGORS RESERVE THE RIGHT TO PREPAY THIS INDEBTEDNESS AT ANY TIME  
WITHOUT PENALTY

Said property is warranted free from all encumbrances and against any adverse claims,  
except as stated above.

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'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 damages by fire, lightening  
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 shall 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 an 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 expand, in paying insurance, taxes, or other incumbrance's, with interest

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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 therefore; 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 **MICHAEL GRIFFIN** and **TULLEDA GRIFFIN** has hereunto set their signature and seal this 31<sup>st</sup> day of May, 2011.

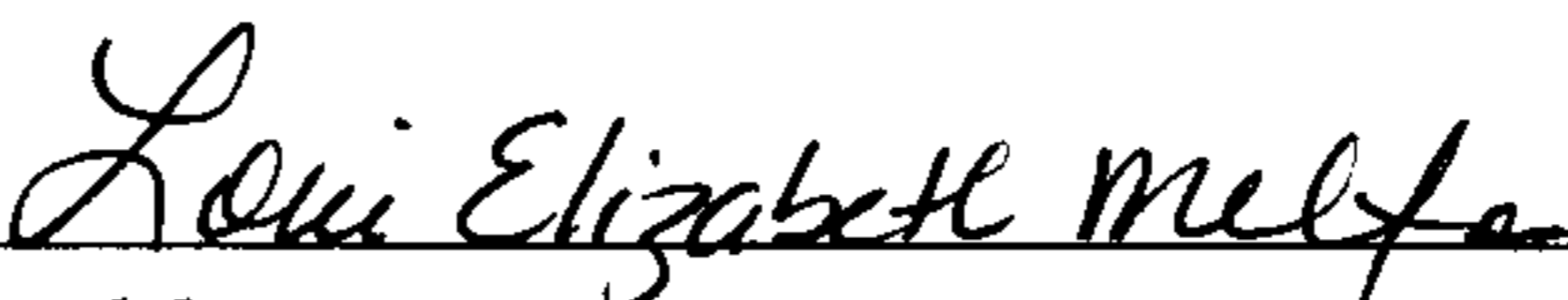
  
\_\_\_\_\_(SEAL)  
Michael Griffin, Mortgagor

  
\_\_\_\_\_(SEAL)  
Tullede Griffin, Mortgagor

STATE OF ALABAMA                    )  
COUNTY OF JEFFERSON            )

I, THE UNDERSIGNED, a Notary Public in and for said County, in said State, hereby certify that **Michael Griffin** and **Tullede Griffin**, husband and wife, whose names are signed to the foregoing conveyance, and who are 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 31<sup>st</sup> day of May, 2011.

  
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Notary Public  
My Commission Expires: 11/08/2012

Prepared By:  
MELTON & DUNCAN, L.L.C.  
112 Glenn Avenue  
Trussville, Alabama 35173  
(205) 661-1035