

This instrument was prepared by

19801113000129300 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
11/13/1980 00:00:00 FILED/CERTIFIED

(Name) Norman K. Brown, Attorney, P.A. 1134

(Address) 1813 Third Avenue North, Bessemer, Alabama 35020

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

FULTON CONSTRUCTION COMPANY, INC., a corporation

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

MetroBank, an Alabama Banking Corporation

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

of Forty-four Thousand and no/100----- Dollars

(\$ 44,000.00), evidenced by promissory note of even date herewith and due and payable

in accordance with the terms, conditions and provisions of said note and/or any

renewal or extension thereof.

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,

FULTON CONSTRUCTION COMPANY, INC., a corporation

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:

Commence at the southwest corner of SW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 36, Township 21, Range 1 West and run thence north 85° east 2010 feet to the center of the right of way line of L & N Railroad; thence along same North 23° 30' West 2985 feet; thence south 85° west a distance of 358.0 feet to the point of beginning of the parcel herein described; thence continue in the same direction south 85° west a distance of 197.0 feet to a point; thence South and parallel with the Section line a distance of 221.0 feet to a point; thence easterly and parallel with the North line of said parcel of land a distance of 197.0 feet to a point; thence northerly and parallel with the east line of said Section a distance of 221.0 feet to the point of beginning. There is excepted herefrom the proposed right of way along the easterly side of said lot as shown on survey of Henry K. McBride dated May 5, 1980.

Return to:

NORMAN K. BROWN, Attorney

1813 - 3rd AVENUE, NO.

BESSEMER, ALABAMA 35020

See Release Use Book 39 Page 324 (1-30-81)
BOOK 407 PAGE 612

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

FULTON CONSTRUCTION COMPANY, INC., a corporation

have hereunto set its signature and seal, this 7th day of November, 19 80

STATE OF ALA. SHELBY CO. I CERTIFY THIS WAS FILED

1980 NOV 13 PM 12: 12

Sty. to 66 00 Rec. 3 00 Ind. 1 00 70 00

FULTON CONSTRUCTION COMPANY, INC., a corporation (SEAL) (SEAL) BX: Robert E. Fulton (SEAL) Its President (SEAL)

19801113000129300 Pg 2/2 .00 Shelby Cnty Judge of Probate, AL 11/13/1980 00:00:00 FILED/CERTIFIED

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 JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert E. Fulton whose name as President of FULTON CONSTRUCTION COMPANY, 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 7th day of November, 19 80

Notary Public

MY COMMISSION EXPIRES MARCH 26, 1983

Return to: Norman K. Brown FULTON CONSTRUCTION COMPANY, INC., a corporation TO MetroBank, an Alabama Banking Corporation

MORTGAGE DEED

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