MORTGAGE FORM THIS IS A FUTURE ADVANCE MORTGAGE

757

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19801120000132890 Pg 1/4 .00
Shelby Cnty Judge of Probate, AL
11/20/1980 00:00:00 FILED/CERTIFIED

The State of Alabama

Jefferson and Shelby County.

THIS INDENTURE, made and entered into this 4th day of November, 1980,

by and between Barry James Rowland and wife, Sharon C. Rowland

parties of the first part, hereinafter referred to as mortgagor, and The First National Bank of Birmingham, a national banking association

party of the second part, hereinafter referred to as mortgagee,

Witnesseth:

WHEREAS, the said mortgagors are justly indebted to the party of the second part in the principal sum of One Hundred Thousand and no/100 dollars---$100,000.00---as evidenced by note bearing even date herewith, payable as follows: On demand but not later than August 1, 1981. This mortgage shall also secure any renewals or estensions of said indebtedness or any part thereof.

On demand, bearing interest as provided in said note. (This is a FUTURE ADVANCE MORTGAGE, and the said $ 100,000.00 indebtedness shall be advanced by mortgagee to mortgagor in accordance with a construction loan agreement of even date herewith, the terms of which agreement are made a part of this mortgage.) In addition to the said $ 100,000.00 principal amount with interest, this mortgage shall also secure any and all other additional indebtedness now or hereafter owing by mortgagor to mortgagee.

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NOW, THEREFORE, the parties of the first part, in consideration of the premises, and to secure the payment of said indebtedness and the compliance with all the stipulations herein contained, have bargained and sold, and do hereby grant, bargain, sell, alien, and convey unto the party of the second part, its successors and assigns, the following described real estate, lying and being situated in the ~~town of~~ Jeff. & Shelby County ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ State of Alabama, to-wit:

See Release Misc. Bk. 40 pg. 489 (5/1/81)

PARCEL I:

Lot 4 and 4-A, according to the Survey of Windwood Circle, as recorded in Map Book 6, Page 154, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL II:

Lot 4, Block 20, according to the map and survey of Holiday Hills, Tenth Sector, as recorded in Map Book 91, Page 38, in the Probate Office of Jefferson County, Alabama.

TOGETHER WITH all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the mortgagor for the purpose of or used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. The personal property herein conveyed and mortgaged shall include, without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building material and equipment of every kind and character used or useful in connection with said improvements.

Land Title

Together with all the rights, privileges, tenements, and appurtenances thereunto belonging or in any wise appertaining, including screen windows and doors, gas, steam, electric and other heating, lighting and cooking apparatus, elevators, ice boxes, plumbing and other fixtures appertaining to the said premises, all of which shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the said premises, and every part thereof, unto the mortgagee, its successors and assigns forever. And the undersigned covenant with the mortgagee that the undersigned are lawfully seized in fee simple of said premises and have a good right to sell and convey the same as aforesaid; that the said premises are free of all incumbrances and the undersigned will warrant and forever defend the title to the same unto the mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

And for the purpose of further securing the payment of said indebtedness, the undersigned hereby agree to pay all taxes, assessments, or other liens taking priority over this mortgage, when imposed legally upon said premises, and should default be made in the payment of same, or any part thereof, said mortgagee, at its option, may pay the same; and to further secure said indebtedness first above named, and every portion thereof, the undersigned agree to keep said property continuously insured in such manner and in such companies as may be satisfactory to the mortgagee, for at least $..... against loss by fire and $..... against loss by tornado, with loss, if any, payable to said mortgagee, as its interest may appear, and if the undersigned fail to keep said property insured as above specified, then the mortgagee may, at its option, insure said property for its insurable value against loss by fire and tornado, for its own benefit, the proceeds from such insurance, if collected to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or, at the election of the mortgagee, may be used in repairing or reconstructing the premises; all amounts so expended by said mortgagee for insurance, or for the payment of taxes, assessments, or any other prior liens, shall become a debt due and at once payable, without demand upon or notice to any person, to said mortgagee, additional to the indebtedness hereby specially secured, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by said mortgagee, and at the election of the mortgagee, and without notice to any person, the mortgagee may declare the entire indebtedness secured by this mortgage due and payable, and this mortgage subject to foreclosure, and same may be foreclosed, as hereinafter provided.

The undersigned agree to take good care of the premises above described, and not to commit or permit any waste thereon, and to keep the same repaired, and at all times to maintain the same in as good condition as they now are, reasonable wear and tear alone excepted.

The undersigned agree that no delay or failure of the mortgagee to exercise any option to declare the maturity of any debt 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 charged except as evidenced in writing, signed by the undersigned, and by the mortgagee, by an officer thereof.

After any default on the part of the mortgagor the mortgagee shall, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this mortgage, be entitled, as a matter of right, to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues and profits of said premises, which power to lease and control the said premises, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, That if the mortgagor pays said note and any renewals or extensions thereof, and all other indebtedness secured by this mortgage, and reimburses said mortgagee for any amount it may have expended in payment of taxes and insurance or other liens, and interest thereon, and shall do and perform all other acts and things herein agreed to be done, this conveyance to be null and void; but should default be made in the payment of any sum expended by the said mortgagee under the authority of any of the provisions of this mortgage, or should said indebtedness hereby secured, and any renewals or extensions thereof, or any part thereof, or any interest thereon, remain unpaid at maturity, or should the interest of said mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or should any law, either Federal or State, be passed imposing or authorizing the imposition of any specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage, or by virtue of which any tax or assessment upon the mortgaged premises shall be chargeable against the owner of said mortgage, or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction, then, in any one of said events, the whole of the indebtedness hereby secured, or any portion or part of same as may not at said date have been paid, with interest thereon, shall at once become due and payable at the option of said mortgagee, and this mortgage be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages; and the mortgagee shall be authorized to take possession of the premises hereby conveyed, and after giving twenty-one days' notice by publication once a week for three consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published in the County wherein said property is located, to sell the same in front of the Courthouse door of the County wherein said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of said 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 may then be necessary to expend, in paying insurance, taxes and other incumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, 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 mortgagor.

And the undersigned further agree that said mortgagee, its successors, or assigns, may bid at any sale had under the terms of this mortgage, and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's fee to said mortgagee, its successors or assigns, for the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction, said fee to be a part of the debt hereby secured, and the purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money.

In the event of a sale hereunder, the mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the undersigned a good and sufficient deed to the property sold.

The undersigned agree that the debt hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided, at the option of the holder hereof, when and if 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 non-existence of the debt, or any part thereof, or of the lien, on which such statement is based.

Plural or singular words used herein to designate the undersigned, the parties of the first part, shall be construed to refer to the maker or makers of this mortgage, whether one or more persons, or a corporation; and all covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned, and every option, right and privilege herein reserved or secured to the mortgagee, shall inure to the benefit of its successors and assigns.

The said indebtedness of $100,000.00 which is secured hereby is being advanced by mortgagee to mortgagor in accordance with a construction loan agreement of even date herewith, the terms of which agreement are incorporated as a part hereof. In the event of default in the terms of said agreement, or any other contract or agreement between mortgagor and mortgagee, such default shall be an event of default entitling the mortgagee herein to foreclose this mortgage in accordance with the terms hereof.

IN WITNESS WHEREOF,

_____, a corporation, has hereunto set it signature by _____, Its President, who is duly authorized, and has caused the same to be attested by its Secretary on this _____ day of _____, 19_____.

CORPORATE NAME _____

BY: _____
Its

Attest:

_____
Secretary

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, on this the day and year first above written.

Witnesses:

X Barry James Rowland (Seal)
Barry James Rowland

_____ (Seal)

X Sharon C. Rowland (Seal)
Sharon C. Rowland

_____ (Seal)

19801120000132890 Pg 4/4 .00
Shelby Cnty Judge of Probate,AL
11/20/1980 00:00:00 FILED/CERTIFIED

STATE OF ALABAMA,
Jefferson COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that
Barry James Rowland and wife, Sharon C. Rowland
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 4th day of November, 1980.

Notary Public, Alabama State at Large
My Commission Expires April 4, 1981
Bonded by St. Paul Fire & Marine Insurance Co.

Notary Public.

STATE OF ALABAMA,
COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that
on this day came before me the within named

known to me to be the wife of the within named
who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In Witness Whereof, I have hereunto set my hand and official seal, this

Notary Public.

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

STATE OF ALABAMA,
COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that
on this day came before me the within named

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known to me to be the wife of the within named
who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

JUDGE OF PROBATE

In Witness Whereof, I have hereunto set my hand and official seal, this

Rec. 6.00
Ind. 1.00
7.00

Notary Public.

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STATE OF ALABAMA,
COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that
whose name 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 the conveyance, ... he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this

Notary Public.

STATE OF ALABAMA,
COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that
whose name as President of the
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 the 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

STATE OF ALA. JEFFERSON CO
I CERTIFY THIS INSTRUMENT
FILED ON

Notary Public.

NOV 13 3 37 PM '80

TAX

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P. O. BOX 11007
BIRMINGHAM, ALABAMA 35203
ATTENTION: CONSTRUCTION LOAN DEPT.

PREPARED BY
THE FIRST NATIONAL BANK OF BIRMINGHAM
MAIN OFFICE, BY Robbie Roy

Barry James & Sharon C. Rowland
TO
The First National Bank of Birmingham

MORTGAGE DEED

STATE OF ALABAMA
County

Office of the Judge of Probate

I hereby certify that the within mortgage was filed in this office for record on the day of ....., 19..
at ..... o'clock ..... M., and was duly recorded in Volume ..... of Mortgages, at page ..... and examined.

REAL 1987 PAGE 804
Judge of Probate.

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