The State of Alabama

SHELBY

County.

Shelby Cnty Judge of 03/24/1981 00:00:00 FILED/CERTIFIED

THIS INDENTURE, made and entered into this

20th day of March. 1931,

my and between

Chart.

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Roy Martin Construction, Inc.

parties of the first part, hereinafter referred to as mortgagor, and

Engel Mortgage Company, hat.

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

mitnesseth:

WHEREAS, the said	Roy Martin	Construction,	Inc. is			
fastly indebted to the party of	the second part i	in the principal sum o	Fifty-six	Thousand.	Nine Hundred	
Twenty-five and						•
as evidenced by note bearing	even date herewith	h, payable as follows:				

On demand, bearing interest as provided in said note. (This is a FUTURE ADVANCE MORTGAGE, and the said indebtedness shall be advanced by mortgagee to mortgagor in accordance with a construction boar 3 - 56,925.00agraement of even date herewith, the terms of which agreement are made a part of this mortgage.) In addition to the said 56, 925, 00 principal amount with interest, this mortgage shall also secure any and all other additional indebtedness now or hereafter owing by mortgagor to mortgagee.

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, convey unto the party of the second part, its successors and assigns, the following described real estate, hing and being sheated in the town of ______, State of Alabama, to-wit;

Lot 33, according to the survey of Dearing Downs, Third Addition, as recorded in Map Book 8, Page 15, in the Probate Office of Shelby County, Alabana, being situated in Shelby County, Alabama.

SUBJECT TO: (1) Current taxes; (2) Building setback line as shown by recorded plat; (3) Public utility easements as shown by recorded plat, including 7.5' easeme on south and west sides; (4) Transmission Line Permit to Alabama Power Company recorded in Deed Book 155, Page 107 and Deed Book 324, Page 855; (5) Easement to Southern Natural Gas Corporation recorded in Deed Book 90, Page 473; (6) Right of way to The Utilities Board of the Town of Helena, recorded in David Book 294, Page 604, in Probate Office; (7) Reservations for a 6 foot easement for water line, etc. and restrictions as to use of land for residential purposes, as shown by Deed Book 299, Page 367; (8) Restrictions, covenants and conditions filed for record in Misc. Book 36, Page 492, in Probate Office.

. TOGE THER WITH all building materials, equipment, fixtures and fittings of every kind or character now owned or becenfter .. 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 berein conveyed and mortgaged shall include, without limitation, all lumber and lumber products, bricks, building stones and towating blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, phonobing 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.

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 whonevever.

And for the purpose of further securing the payment of said indebtedness, the undersigned hereby agree to pay all taxes, assessments, or other lieus 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

against less by ternado, 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 ternado, 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 nortgagee, 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 undertigued 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 changed exercit as evidenced in writing, signed by the undersigned, and by the mortgagee, by an officer thereof.

After any default on the part of the mortgager 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, 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 taxer and it insurance or other heat, and interest thereon, and shall do and perform all other acts and things herein agreed to be done, this conveyance to be buil and void; but should default be made in the payment of any sum expended by the said mortgagee under the authority of may of the provisions of this mortgage, or should said indebtedness hereby secured, and any renewals or extensions there of, or my part the rect, or any interest thereon, remain unpaid at maturity, or should the interest of said mertgagee in said property i.e. come endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the deby hearth, second, or should any law, either Federal or State, be passed imposing or authorizing the imposition of any specific tax upon the prortrage or the debt bereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest consultly it is merit. At the written of which any tax or accessment upon the mortgaged premises shall be chargeable against mortgage, is recold it any time any of the supulations contained in this mortgage be declared invalid or inoperation or any reactions of connected jurisdiction, then, in any one of said events, the whole of the indebtedness hereby secured, or any present in jury of , same as 1, 39 7 1 at sold date have been paid, with interest thereon, shall at once become due and payable at the same of the same gape a with the applicant the subject to torreclarure and may be foreclosed as now provided by law in case of part and marriage and the variety and he authorized to take possession of the premises hereby conveyed, and after giving twenty-and publicative of a week for three consecutive weeks, of the time, place and terms of sale, by publication in street to the In the first which said property is located, to sell the same in front of the Courtbouse door of the County when we had in a reis located in a 11% outlary, to the highest hidder for cash, and apply the proceeds of said sale: First, to the expense of ediams, as selling and a revenue, including a reasonable attorney's fee; second, to the payment of any amounts that may here in a cycling. or that may then be necessary to expend, in paying insurance, taxes and other incumbrances, with interest thereme there, to the party of ment in a first the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured if the data of said take but to interest shall be collected beyond the day of sale; and, fourth, the balance, if any, to be turned our to the mostgagor.

meriorist and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable automorphise fee to said mortis see, its successors or assigns, for the foreclosure of this mortgage, either under the power of sale contained leaving 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 perchasing of the shall be under no obligation to see to the proper application of the purchase money.

for and in the name of the undersigned a good and sufficient deed to the property sold.

closure to herein provided, at the option of the holder hereof, when and if any statement of lien is filed under the statutes of Alimbana of the liens of mechanics and materialmen, without regard to form and contents of such statement, and without regard to be expressed in the mechanics and materialmen, without regard to form and contents of such statement, and without regard to be expressed in mon-existence of the debt, or any part thereof, or of the lien, on which such statement is based.

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

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IN WITNESS WHEREOF,	Roy Martin Construction, Inc.
Roy L. Martin its Pre on this 20th day of M	, a corporation, has hereunto set its signature by sident, who is duly authorized, and has been accommondated by signature by larch, 1981
	(corporate name) ROY MARTIN CONSTRUCTION, INC.
	Roy L. Martin, Its President
Attest:	
Secretary	
IN TESTIMONY WHEREOF, the under written.	rsigned have hereunto set their hands and seals, on this the day and year first above
Witnestes:	
#	
	(Seal)

A CONTRACTOR OF THE CONTRACTOR

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The second secon

	authority, in and for said County, in said State, hereby certify the
rmed of the contents of the conveyance, they executed the sam	are known to me, acknowledged before me on this day that, being in ne voluntarily on the day the same bears date.
Given under my hand and official seal, this	
	Notary Public.
TATE OF ALABAMA,	
	d authority, in and for said County, in said State, hereby certify th
n this day came before me the within named	
tho, being examined separate and apart from the husband touch	ing her signature to the within conveyance, acknowledged that
who, being examined separate and apart from the husband touch igned the same of her own free will and accord, without fear, or	onstraints or threats on the part of the husband.
chows to me to be the wife of the within named who, being examined separate and apart from the husband touch signed the same of her own free will and accord, without fear, or In Witness Whereof, I have hereunto set my hand and offici	
who, being examined separate and apart from the husband touch igned the same of her own free will and accord, without fear, or	onstraints or threats on the part of the husband.
who, being examined separate and apart from the husband touch igned the same of her own free will and accord, without fear, color without fear, of the Witness Whereof, I have hereunto set my hand and official	onstraints or threats on the part of the husband. ial seal, this Notary Public.
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who, being examined separate and apart from the husband touch igned the same of her own free will and accord, without fear, or In Witness Whereof, I have hereunto set my hand and officiants of ALABAMA.	ial seal, this Notery Public.
who, living examined separate and apart from the husband touch signed the same of her own free will and accord, without fear, or In Witness Whereof, I have hereunto set my hand and official STATE OF ALABAMA, COUNTY. I, the undersigned this day came before me the within named	ial seal, this Notary Public.
who, being examined separate and apart from the husband touch signed the same of her own free will and accord, without fear, or In Witness Whereof, I have hereunto set my hand and official STATE OF ALABAMA, COUNTY. I, the undersigned on this day came before me the within named [33] known to me to be the wife of the within named	Notery Public. Notery Public. Notery Public. A suthority, in and for said County, in said State, hereby certify the said 24 ## 8: 20
who, being examined separate and apart from the husband touch igned the same of her own free will and accord, without fear, or In Witness Whereof, I have hereunto set my hand and official of this day came before me the within named known to me to be the wife of the within named who, being examined separate and spart from the husband touch signed the same of her own free will and accord, without fear, or	Notary Public. Notary Public.
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who, being examined separate and apart from the husband touch igned the same of her own free will and accord, without fear, or In Witness Whereof, I have hereunto set my hand and official of this day came before me the within named [23] chown to me to be the wife of the within named	Notary Public. Notary Public.
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STACE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby cered, it als JEFFERSON.

Given under my hand and official seal, this

The production of the producti

Roy L. Martin Roy Martin Construction, Inc. whose name as President of the

a comporation, it signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, before formed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and a the act of said composition.

Given under my hand and official seal, this 20th day of March, 1987.

Notary Public.

record on the tive