

This instrument was prepared by

(Name) DANIEL M. SPITLER

Attorney at Law

(Address) 1972 Chandalar Office Park
Pelham, Alabama 35124



Form furnished by:

Cahaba Title, Inc.

Highway 31 South at Valleydale Road

P O Box 689

Pelham, Alabama 35124

Telephone 988-5600



AGENT FOR

ST. PAUL TITLE

MORTGAGE-

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Cebu, Inc.

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

D. W. Humphries Construction and Development Company, Inc.

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

of Thirty Three Thousand Nine Hundred Thirty Six and 79/100 Dollars

(\$33,936.79), evidenced by promissory note of even date herewith.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Cebu, Inc.

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:

See attached Exhibit "A" for legal description.

Subject to easements and restrictions of record.

This mortgage is subordinated to the development and construction loan and mortgage given by Cebu, Inc. to Leonard H. White, Jr., on even date herewith. This is a purchase money second mortgage.

See partial release misc. Book 46 Page 682 Lots 19, 20, 21 + 22 BLK 2
" " " " " 51 " 968 Lots 21, BLK 2 (8-4-83)
" " " " " 53 " 85 (10-10-83) Lot 22 BLK 2
" " " " " 57 " 387 (4-28-84) Lot 20 BLK 2

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

Form ALA-35

✓ Daniel M. Spitler

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 Mortgagee 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 Cebu, Inc. by its President

hereunto set its signature and seal, this 2nd day of December, 1981
CEBU, INC. (SEAL)
By: William M. Humphries (SEAL)
WILLIAM M. HUMPHRIES
Its President (SEAL)

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 _____ 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

SHELBY

COUNTY

I, the undersigned _____, a Notary Public in and for said County, in said State, hereby certify that William M. Humphries

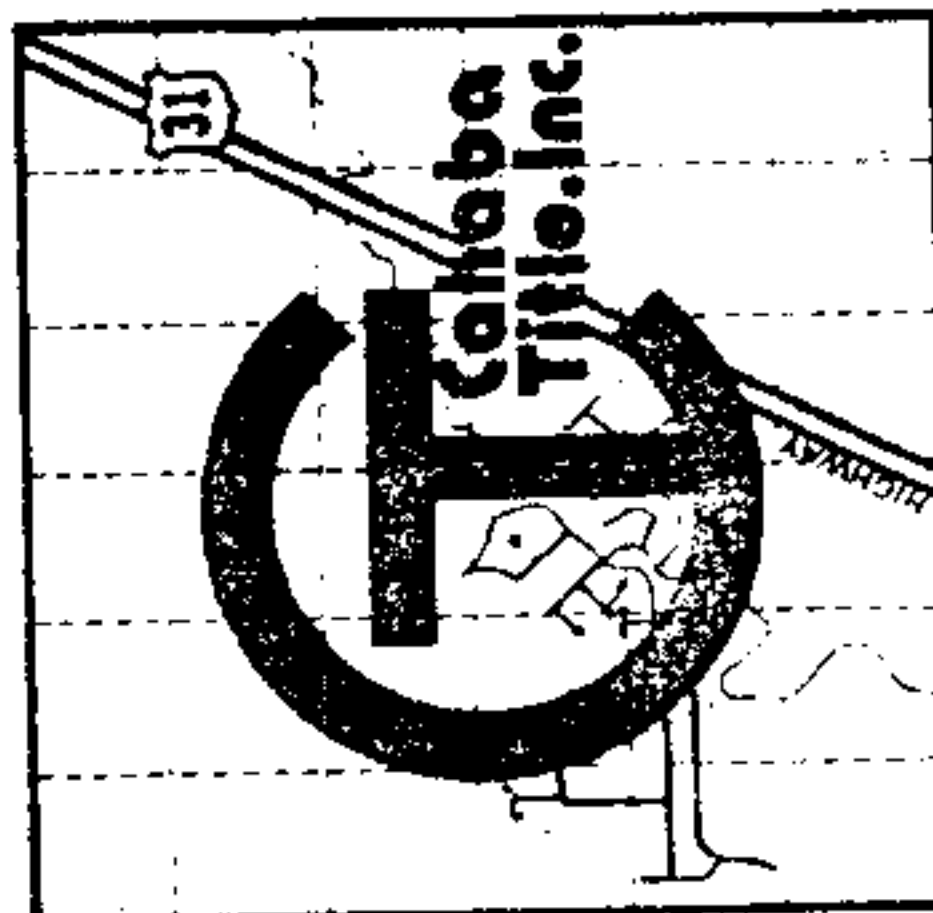
whose name as President of Cebu, Inc.

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 2nd day of December, 1981
David Y. Still Notary Public

DANIEL M. SPITLER
ATTORNEY AT LAW
Return to: Spittler Building - Suite 100
1970 Chandler South Office Bldg.
PELHAM, ALABAMA 35124

MORTGAGE DEED



Recording Fee \$
Deed Tax \$

This form furnished by

Cahaba Title, Inc.

Highway 31 South at Valleydale Road

P O Box 689

Pelham, Alabama 35124

Telephone 988-5600

EXHIBIT "A"

A parcel of land located in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Begin at the most Southerly corner of Lot 12, Block 1, of Amended Map of Wildewood Village, as recorded in Map Book 8, Page 3 in the office of the Probate Judge in Shelby County, Alabama; thence in a Northwesterly direction, along the Southwesterly line of said Lot 12, a distance of 115.0 feet to the most Westerly corner of said Lot 12; thence 90 degrees left, in a Southwesterly direction, a distance of 210.25 feet; thence 38 degrees 35 minutes left, in a Southerly direction, a distance of 184.07 feet; thence 62 degrees 05 minutes 50 seconds left, in a Southeasterly direction, a distance of 114.0 feet; thence 21 degrees 20 minutes 30 seconds right, in a Southeasterly direction, a distance of 160.72 feet; thence 100 degrees 39 minutes 40 seconds left, in a Northeasterly direction, a distance of 119.19 feet; thence 38 degrees 35 minutes left, in a Northerly direction, a distance of 167.0 feet; thence 33 degrees 42 minutes 15 seconds right, in a Northeasterly direction, a distance of 7.30 feet; thence 4 degrees 52 minutes 45 seconds right, in a Northeasterly direction, a distance of 125.75 feet; thence 90 degrees left, in a Northwesterly direction, a distance of 115.0 feet; thence 90 degrees left, in a Southwesterly direction, a distance of 20.0 feet; thence 90 degrees right, in a Northwesterly direction, a distance of 50.0 feet to the Point of Beginning. LESS AND EXCEPT a parcel of land located in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Begin at the most Southerly corner of Lot 11, Block 2 of Amended Map of Wildewood Village, as recorded in Map Book 8, Page 3 in the office of the Probate Judge in Shelby County, Alabama, thence in a Northwesterly direction, along the Southwest line of said Lot 11, a distance of 115.0 feet to a point on the Southeast Right of Way Line of Wildewood Drive thence 90 degrees left, in a Southwesterly direction, along said Right of Way Line, a distance of 20.0 feet, thence 90 degrees right, in a Northwesterly direction, a distance of 165.0 feet to the most Westerly corner of Lot 12, Block 1 of said Subdivision, thence 90 degrees left, in a Southwesterly direction, a distance of 195.38 feet, thence 106 degrees 33 minutes 52 seconds left, in a Southeasterly direction, a distance of 127.25 feet to a point on a curve to the left, said curve having a radius of 167.84 feet and central angle of 22 degrees 01 minutes 06 seconds, thence 90 degrees right to tangent of said curve, thence along arc of said curve, in a Southwesterly direction, a distance of 64.50 feet to end of said curve, thence 90 degrees left, in a Southeasterly direction, a distance of 165.0 feet, thence 56 degrees 17 minutes 45 seconds left, in a Northeasterly direction, a distance of 7.30 feet, thence 4 degrees 52 minutes 45 seconds right, in a Northeasterly direction, a distance of 125.75 feet to the Point of Beginning.

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

1982 FEB 10 AM 8:39

Thomas G. Shores, Jr.
JUDGE OF PROBATE

mzg. 51.00
Rec. 4.50
Ind. 1.00

56.50