

(Name) W. Gray Jones - The First Bank of Alabaster(Address) Alabaster, Alabama 35007

Form 1-1-22 Rev. 1-66

STATE OF ALABAMA
COUNTY SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Roy Martin Construction, Inc., by Roy L. Martin, President

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

THE FIRST BANK OF ALABASTER, Alabaster, Alabama

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

of - SEVENTY THOUSAND AND NO/100 - - - - - Dollars
 (\$ 70,000.00), evidenced by One promissory note of this date in the amount of \$40,000.00
 and other notes dated as funds are advanced against this mortgage. All notes are to
 include all interest, recording fees, insurance, and other charges, if any, and due
 in accordance with the terms and conditions of said notes.

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,

Roy Martin Construction, Inc., By Roy L. Martin, President

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:

A parcel of land located in the Southeast 1/4 of Section 4, Township 21
 South, Range 3 West, Shelby County, Alabama, more particularly
 described as follows: Commence at the Southwest corner of said
 Southeast 1/4, thence in a Northerly direction along the West line of
 said Southeast 1/4 a distance of 733.90 feet, thence 65 degrees 27
 minutes 45 seconds right in a Northeasterly direction a distance of
 575.29 feet to the Point of Beginning, said point being the Northeast
 corner of Lot 6 of WOODLAND HILLS SUBDIVISION as recorded in Map Book
 5, Page 90, in the Office of the Probate Judge, Shelby County, Alabama;
 thence 53 degrees 31 minutes 30 seconds right in a Southeasterly
 direction a distance of 191.11 feet, thence 104 degrees 31 minutes left
 in a Northeasterly direction a distance of 727.05 feet, thence 87
 degrees 59 minutes left in a Northwesterly direction along the
 Southwesterly line of the McLaughlin property a distance of 185.12
 feet, thence 92 degrees 01 minute left in a Southwesterly direction a
 distance of 685.66 feet to the Point of Beginning. Said parcel is
 subject to a 30-foot wide Right of Way parallel to the Southwest
 boundary line. Being situated in Shelby County, Alabama.

This mortgage paid in full and satisfied this
 the 23 day of Feb 1973
 BY THE FIRST BANK OF ALABASTER
 SEE P/A FILED VOL. 257, P. 261
 CITY IN FACT

FIRST BANK

of Alabaster

P. O. BOX 246
ALABASTER ALABAMA 35007

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

BOOK 425 PAGE 446

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 Roy Martin Construction, Inc by Roy L. Martin, Pres.

have hereunto set his signature and seal, this

10th day of December, 19 82

ROY MARTIN CONSTRUCTION, INC. (SEAL)

Roy L. Martin President (SEAL)

Charlotte J. Martin (SEAL)

(SEAL)

1982 DEC 13 AM 8:33

THE STATE of

COUNTY

mtg. 105.00
Recd 3.00
Ind. 1.00
109.00

, 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

SHELBY

COUNTY

I,

The undersigned

, a Notary Public in and for said County, in said State,

hereby certify that Roy L. Martin

whose name as President

of Roy Martin Construction, 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

10th

day of

December

, 19 82

Margaret J. Jones, Notary Public

My Commission Expires February 25, 1985

Return to:

TO

MORTGAGE DEED

THIS FORM FROM