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This instrument was prepared by (Name) Jane M. Martin Asst. V.P. Loan Adm. Shelby State Bank P. O. Box 216 Pelham, Al. 35124 Form 1-1-22 Rev. 1-66 MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama STATE OF ALABAMA KNOW ALL MEN BY THESE PRESENTS: That Whereas, She1by COUNTY Fulton Construction Co., Inc.

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

Shelby State Bank, an Alabama Banking Corporation

(hereinafter called "Mortgagee", whether one or more), in the sum (\$ 52,500.00 their note of even date), evidenced by

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 Co., Inc.

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described County, State of Alabama, to-wit: Shelby real estate, situated in

Lot 99, according to Survey of Kingwood, Third Addition, as recorded in May Book 7 Page 26 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

This is a Construction Mortgage.

SHELBY STATE BANK P. O. BOX 216 PELHAM, ALABAMA 35124

Said proper Barranted free from all incumbrances and the tany adverse claims, except as stated a

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

Return to

•	Ful	ton Construction Co., In	ic.
have hereunto set its signature	and seal, this	day of May	, 19 83
wellerica. Intat	W-7875	Fulton Construction Co	Inc. (SEAL)
STATE OF ALM, SIELLEY COL. PATET. I CERTIFY THIS NISTELLED WAS FILLED NISTELLED ALM R. 59	Rec. 300	BX: Datel E. I	ully (SEAL)
MSTERIFIER WAS TAKEN	02 75		(SEAL)
THE PARTY OF THE P		·····	(SEAL)
THE STATE of	COUNTY	, a Notary Public in and	for said County, in said State,
whose name signed to the foreg	oing conveyance, and w	rho brown to me calmon	wledged before me on this day,
that being informed of the contents of		executed the same voluntarily or	
Given under my hand and official	seal this	day of	, 19
THE STATE of			Notary Public.
Alabama Shelby I, the undersigned hereby certify that Robert E. Whose name as a corporation, is signed to the foreg being informed of the contents of su for and as the act of said corporation. Given under my hand and official MY COMMISS.	of oing conveyance, and ich conveyance, he, as	Fulton Construction who is known to me, acknowledged such officer and with full authority day of May	before me, on this day that,
Fulton Const. Co., Inc. TO Shelby State Bank P. O. Box 216 Pelham, Al. 35124	RTGAGE DEED		THIS FORM FROM [ille Insurance Groporation fitle Guarantee Division NSURANCE — ABSTRACTS Sirmingham, Alabama