

This instrument was prepared by

(Name) Jane M. Martin Asst. V.P. Loan Adm. ✓ 896 Shelby State Bank

(Address) P. O. Box 216 Pelham, Al. 35124

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Scotch Building & Development Co., Inc.

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

Shelby State Bank, an Alabama Banking Corporation

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

of Fifty Six Thousand Two Hundred Fifty and no/100----- Dollars
(\$ 56,250.00), evidenced by their note of even date

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,

Scotch Building and Development Co., Inc.

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

Description of a parcel of land situated in the northwest quarter of the southeast quarter of Section 12, Township 19 South, Range 2 West, Shelby County, Alabama, which is to be lot 49 of a proposed subdivision known as "Broken Bow 1st Addition - 1st Phase" and which is more particularly described as follows:

From the northwest corner of said quarter-quarter section run in an easterly direction along the north line of said quarter-quarter section for a distance of 18.14; thence turn an angle to the right of $89^{\circ} - 54' - 47''$ and run in a southerly direction for a distance of 221.26 feet; thence turn an angle to the left of $90^{\circ} - 00'$ and run in an easterly direction for a distance of 208.13 feet to the point of beginning of the parcel herein described; thence turn an angle to the right of $90^{\circ} - 00'$ and run in a southerly direction for a distance of 129.25 feet; thence turn an angle to the right of $89^{\circ} - 40' - 15''$ and run in a westerly direction for a distance of 135.00 feet; thence turn an angle to the right of $90^{\circ} - 19' - 10''$ and run in a northerly direction for a distance of 115.00 feet to the beginning of a curve to the right, said curve having a radius of 15 feet and a central angle of $90^{\circ} - 00'$ and being concave to the southeast; thence run in a northerly to easterly direction along the arc of said curve for a distance of 23.56 feet; thence run in an easterly direction tangent to said curve for a distance of 120.00 feet to the point of beginning.

This is a Construction Mortgage.

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 full 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

Scotch Building and Development Co., Inc.

have hereunto set its signature and seal, this 17th day of June, 1983

Scotch Building & Development Co., Inc. (SEAL)

BY *Wayne J. Scotch* (SEAL)

(SEAL)

(SEAL)

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

1983 JUN 20 AM 11:08

NOTARY TAX 84.45
3.00
1.00
88.45

THE STATE of *Alabama* }
SHELBY COUNTY }

I, *Wayne J. Scotch*, a Notary Public in and for said County, in said State, hereby certify that

whose name *Wayne J. Scotch* 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 *17th* day of *June*, 19 *83* Notary Public.

THE STATE of *Alabama* }
SHELBY COUNTY }

I, the undersigned *Wayne J. Scotch*, a Notary Public in and for said County, in said State, hereby certify that *Wayne J. Scotch* President

whose name as *Wayne J. Scotch* of *Scotch Building and Development Co., 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 17th day of June, 1983

Darlene M. Nettles (Notary Public)

My Commission Expires May 15, 1984

Scotch Building & Dev. Co., Inc.

TO

Shelby State Bank
P. O. Box 216
Pelham, AL. 35124

MORTGAGE DEED

THIS FORM FROM
Title Insurance Corporation
Title Guarantee Division
INSURANCE - ABSTRACTS

Birmingham, Alabama