

The proceeds of this loan have been applied to the purchase price of the Property described herein conveyed to Mortgagor simultaneously herewith.

This instrument was prepared by:

1526

Cahaba Bank & Trust  
P.O. Box 25  
Trussville, Ala. 35173

(Name) Pat Roulain

(Address) Trussville, Alabama

STATE OF ALABAMA

)

COUNTY OF JEFFERSON

)

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned Dean Construction Company, Inc.

(hereinafter called "Mortgagors", whether one or more), is (are), contemporaneously with the execution hereof, becoming indebted to Cahaba Bank and Trust Company, Inc. (hereinafter referred to as "Bank" or Mortgagee"), in the principal sum of One Hundred Sixteen Thousand and No/100 (\$ 116,000.00), with interest, thereon evidenced by promissory note if even date herewith; and

WHEREAS, said Mortgagors may hereafter become indebted to said Bank, on promissory notes or otherwise; and,

WHEREAS, it is desired by the parties hereto to secure any and all indebtednesses of said Mortgagors to said Bank, whether now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and all renewals or extensions thereof, and whether incurred or given as maker, endorser, guarantor or otherwise;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That, in consideration of the premises, the said undersigned Mortgagors, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the said Mortgagee that certain real property in the County of Shelby State of Alabama, described as follows, to-wit:

Lot 107 Sussex Road, Survey of Meadow Brook, Second Sector, Second Phase, as recorded in Map Book 7, Page 130 in the Office of the Judge of Probate of Shelby County, Alabama.

The above described property is conveyed subject to existing covenants, restrictions, conditions, Limitations, rights of way, and easements of record.

Mineral and mining rights excepted.

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See Release Page 438 of 55pg 12/14/2004

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

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, its successors and assigns, forever.

PROVIDED ALWAYS, that this conveyance is upon the express condition that if the said Mortgagors and Debtor shall keep the covenants and agreements herein contained and shall well and truly pay when due the said Mortgagee the indebtedness hereinabove mentioned according to the terms and tenor thereof and shall also well and truly pay, when due, any and all other debts, obligations and liabilities of said Debtor to said Mortgagee whether the same have been heretofore or are hereafter contracted, then these presents shall be void; otherwise they shall remain in full force.

It is expressly understood that this instrument is intended to and does secure, not only the indebtedness herein specifically mentioned; but also any and all other debts, obligations and liabilities, direct or contingent of said Debtor to said Mortgagee, whether now existing or hereafter arising, and any and all extensions or renewals of same, or any part thereof at any time before actual cancellation of this instrument on the Probate Records of Shelby County, Alabama and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise.

And the Mortgagors hereby vest the Mortgagee with full power and authority, upon the happening of a default in the payment of said note(s) or of any installment thereof, principal or interest when due or upon the happening of a default in the payment of any other debt, obligation or liability hereby secured, or any renewals or extensions thereof, when due, or upon default in the performance of any of the covenants or agreements herein contained, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, to sell said property at public auction at the front door of the Courthouse of said County, in lots of parcels or en masse as Mortgagee's agents, auctioneer or assigns deem best, for cash, to the highest bidder, after first giving twenty-one (21) days notice of the time, place and terms of such sale, together with a description of the property to be sold, by publishing the same

once a week for three (3) consecutive weeks in a newspaper published in said County and State, and to make proper conveyance to the purchaser, and the proceeds of said sale to apply, First, to the payment of the expenses of such sale including advertising, selling and conveying and including reasonable attorney's and auctioneer's fees; Second, to the payment of any and all debts, obligations and liabilities hereby secured, principal and interest, whether such debts, obligations or liabilities be then due or not, and any amount that may be due the Mortgagee by virtue of any of the special liens or agreements herein declared; and, Lastly, the surplus, if any, to be paid over to the said Mortgagors. The said Mortgagee may, at any sale made under this mortgage, become the purchaser of said property, or any part thereof or interest therein, like a stranger hereto, in which event the auctioneer making the sale shall make the deed in the name of the Mortgagors, and all recitals made in any deed executed under this mortgage shall be evidence of the facts therein recited.

And said Mortgagors, their heirs, executors and administrators, hereby covenant with the said Mortgagee, its successors and assigns, that he (she) (they) is (are) seized of an indefeasible estate in fee simple in and to said property, that said property is free from all liens and encumbrances, and that they will forever WARRANT AND DEFEND the title thereto and the quiet use and enjoyment thereof unto the said Mortgagee and unto the purchaser at said sale, against the lawful claims of all persons whomsoever.

And the said Mortgagors further expressly agree and covenant:

1. In the event the aforesaid Debtor shall fail to pay said note(s) and all installments of principal and interest thereon when they respectively fall due, that they shall promptly pay same as provided for in the guaranty agreement heretofore executed;

2. To keep any buildings now, or which may hereafter be erected, on said property, in good repair, and insured against fire and windstorm, war damage and such other risks as Mortgagee may designate, by policies made payable to and deposited with the Mortgagee, and in such amount; not exceeding the indebtedness hereby secured and not exceeding the value of said buildings, as may be required by the Mortgagee; also, to pay such sums of money as may be deemed necessary or as may be required by Mortgagee for the proper preservation or protection of the security afforded hereby;

3. To pay promptly all taxes, assessments, liens and other charges which may be, or become, effective against said property, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith;

4. That if it shall become necessary to employ an attorney to collect the debt, or any of the debts, hereby secured, or any portion thereof, or to foreclose this mortgage by sale under the power herein contained, or by bill in equity, or by an action at law, then the said Mortgagors shall pay and allow a reasonable attorney's fee, and this mortgage shall stand as security for the payment of the same;

5. The said Mortgagors agree to maintain possession of the property above described, subordinate to the rights of the Mortgagee, and in the event of litigation arising over the title to, or possession of, said property, the Mortgagee may prosecute or defend said litigation, and for any amounts expended by the Mortgagee in this behalf it shall have an additional lien, secured by this mortgage, upon said property;

6. That if the said Mortgagors fail to perform any of the duties herein specified, the Mortgagee may perform the same, and for any sums expended by the Mortgagee in this behalf, it shall have an additional lien, secured by this mortgage, upon said property;

7. The mortgagee may advance to said Mortgagors such monies as may be necessary to discharge any liens of any character now or hereafter against said property, or for any work done upon said property, or materials furnished, and the money so advanced, together with interest thereon, shall be added to the indebtedness secured by this mortgage.

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The provisions hereof shall enure to and bind not only the parties hereto, but also their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, said Mortgagors have hereunto set their hands and seals on this the 21st day of October 19 83

Dean Construction Company, Inc.

*David E. Dean* (SEAL) (PRES)

(SEAL)

STATE OF )  
COUNTY OF )

I, , 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

STATE OF Alabama )  
COUNTY OF Jefferson )

I, Patricia D. Roulain, a Notary Public in and for said County, in said State, hereby certify that

David E. Dean

whose name as President of Dean Construction Company, 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 21st. day of October, 19 83.

*Patricia D. Roulain*  
NOTARY PUBLIC

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

1983 NOV -1 AM 9:43

*Thomas A. Henderson, Jr.*  
CLERK OF PROBATE

Mtg Tax 174.00  
Rec 6.00  
Ins 1.00  
181.00