

This instrument was prepared by

443

(Name) Jane M. Martin Asst. V.P. Loan Adm.

(Address) Shelby State Bank P.O.Box 216 Pelham, Alabama 35124

Form 1-1-22 Rev. 1-56

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY

Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Don Kirby Construction, 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

of Sixty Nine Thousand and no/100----- Dollars
(\$ 69,000.00), evidenced by it's 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,

Don Kirby Construction, 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:

Lot 11 Block 1, according to survey of Sunny Meadows, as recorded in Map Book 8 Page 19 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, AL 35124

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

BOOK 440 PAGE 731

See Record Mcc. PL 55 pg 511- (3-8-84)

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.

Don Kirby Construction, Inc.

~~Don Kirby Construction, Inc.~~

BY:

Pres

1983 DEC 15 AM 10:05

James W. Lawrence, Jr.
DIST. CLERK, COUNTY

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

known to me acknowledged before me on this day,
executed the same voluntarily on the day the same bears date.
day of , 19

Notary Public.

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

whose name as President of Don Kirby 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 9th day of December, 1983

Notary Public

MY COMMISSION EXPIRES MAY 26, 1935

Return to:

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE — ABSTRACTS

Birmingham, Alabama