

This instrument was prepared by

(Name) Daniel M. Spitler

Attorney at Law

(Address) 108 Chandalar Drive

Pelham, Alabama 35124



This Form furnished by:

Cahaba Title. Inc.

1970 Chandalar South Office Park Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

MORTGAGE-

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B00X

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Robert McKay d/b/a McKay Construction Company

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

Cebu, Inc. and Leonard H. White, Jr., jointly

(hereinafter called "Mortgagee", whether one or more), in the sum of TEN THOUSAND FIVE HUNDRED AND NO/100----- Dollars (\$10,500.00---), evidenced by promissory note of even date herewith.

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, Robert McKay d/b/a McKay Construction Company

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 27, according to the survey of Wildewood Village, Third Addition, as recorded in Map Book 8, page 145, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights conveyed in Deed Book 73 page 391 and Deed Book 255 page 188 in Probate Office of Shelby County, Alabama.

Subject to easements and restrictions of record.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

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

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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 Mortgages 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 Mortgages 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 forcelosure 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.

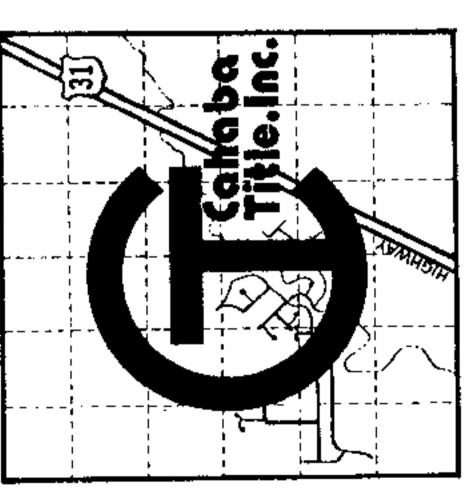
IN WITNESS WHEREOF the undersigned

Robert McKay d/b/a McKay Construction Company

have hereunto set his signature and seal, this	2 day not - 19 9 4
MATAX IS. 75 STATE OF ALA SUFLING OF	11/1 - 1/4 - 1/4
3.00 INSTRUMENT WAS FILLE	MCKAY CONSTRUCTION COMPANY (SEAL)
到 1984 JUN 13 PM 1: 32	(SEAL)
THE STATE of ALABAMA JUDGE COUNTY	
f, the undersigned	, a Notary Public in and for said County, in said State,
hereby certify mat Robert McKay d/b/a McKay Cor	istruction Company
whose name 18 signed to the foregoing conveyance, and what heir informed of the contents of the contents of the	
Given under my hand and official seal this	day of Notary Rublic Notary Rublic
THE STATE of }	
I, COUNTY J	, a Notary Public in and for said County, in said State,
hereby certify that	
whose name as a corporation, is signed to the foregoing conveyance, and we being informed of the contents of such conveyance, he, as a for and as the act of said corporation.	the is known to me, acknowledged before me, on this day that, such officer and with full authority, executed the same voluntarily
Given under my hand and official seal, this the	day of , 19
lt ti	1

DEED

MORTGAGE



This form furnished by

Recording Fee \$

Deed Tax

oa Title, Inc.

South Office Park

1970 Chandalar

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Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

Telephone 205-663-1130

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