

**MORTGAGE CORPORATION
OF THE SOUTH**

A SUBSIDIARY OF
THE FIRST NATIONAL BANK OF BOSTON



780

STATE OF ALABAMA

COUNTY OF SHELBY

**CONSTRUCTION LOAN MORTGAGE DEED
AND SECURITY AGREEMENT**

THIS INDENTURE made and entered into this 9th day of November, 1984, by and between

H D H CONSTRUCTION CO., INC.

(hereinafter referred to as Mortgagor, whether one or more), and MORTGAGE CORPORATION OF THE SOUTH, an Alabama corporation, hereinafter referred to as Mortgagee,

WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the mortgagee in the principal sum of Seventy Five Thousand and No/100---
DOLLARS (\$ 75,000.00),

or so much as may from time to time be disbursed hereunder, as evidenced by a note bearing even date herewith, payable to said Mortgagee; with interest thereon, on demand or as otherwise provided therein; and

WHEREAS, the Mortgagor has agreed to grant this Mortgage to the Mortgagee in order to secure such sum, or so much hereof as may from time to time be disbursed, including future advances to be advanced from time to time, and any extensions or renewals thereof, and all other indebtedness of the Mortgagor to the Mortgagee, absolute or contingent, whether now owing or hereafter contracted.

NOW, THEREFORE, the Mortgagor, in consideration of the indebtedness above mentioned, and to secure the prompt payment of same with interest thereon, and all other indebtedness of the Mortgagor to the Mortgagee, whether now existing or hereafter incurred, and all extensions and renewals hereof or of any indebtedness of the Mortgagor to the Mortgagee, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth, have bargained and sold, and do hereby bargain, sell, alien, grant and convey unto the Mortgagee, its successors and assigns the following described real estate, lying and being in Shelby County, Alabama, to-wit:

Lot 71, according to the Survey of Meadow Brook, 11th Sector as recorded in Map Book 9, page 6 A&B in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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TOGETHER WITH all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Mortgagor for the purpose of or used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. The personal property herein conveyed and mortgaged shall include, without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building and equipment of every kind and character useful in connection with said improvements.

in the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this mortgage.

17. All remedies provided in this mortgage are distinct and cumulative to any other right or remedy under this mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

Similar or plural words used herein to designate the Mortgagor shall be construed to refer to the maker or makers of this mortgage, whether one or more persons or a corporation, and all covenants and agreements herein contained shall bind the heirs, personal representatives, successors and assigns of the undersigned and every option, right and privilege herein reserved or secured to the Mortgagee shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, the undersigned have (has) hereunto affixed their (his) hand(s) and seal(s), intending to be legally bound, on the date above written.

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

1984 NOV 16 AM 8:40

Thomas A. Shandley, Jr.
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$ <u>112.50</u>
Deed Tax	_____
Mineral Tax	_____
Recording Fee	<u>7.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>121.00</u>

H D H CONSTRUCTION CO., INC. (SEAL)

BY: *Harry Dean Horton* (SEAL)

Harry Dean Horton President (SEAL)

(SEAL)

STATE OF ALABAMA

COUNTY OF _____

(Individual Acknowledgment)

I, the undersigned authority, 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 _____

(Individual Acknowledgment)

I, the undersigned authority, 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

(Corporate Acknowledgment)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that

Harry Dean Horton, whose name as President

of H D H CONSTRUCTION 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 the 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 9th day of November, 19 84

Notary Public

This instrument was prepared by:

Jan Canfield
1957 Hoover Court
Birmingham, Al. 35226

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