

This instrument was prepared by

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

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

Form 1-1-22 Rev. 1-46

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

H. D. H. Construction Company, 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 -----One Hundred Sixty-five Thousand and no/100----- Dollars
(\$ 165,000.00), evidenced by its note of even date

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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,

H. D. H. Construction Company, 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:

See EXHIBIT "A" & "B" Attached

This is a construction loan

✓ *Shelby Bank*

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

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 fair 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

H. D. H. Construction Company, Inc.

have hereunto set

signature

and seal, this

4th day of December

19 84

H. D. H. Construction Company, Inc.

By:

Harry D. Horton
PRESIDENT

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of

COUNTY

I,

hereby certify that

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

whose name signed to the foregoing conveyance, and who

that being informed of the contents of the conveyance

Given under my hand and official seal this

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.

THE STATE of Alabama

Shelby

COUNTY

I, the undersigned authority

hereby certify that Harry D. Horton

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

whose name as President

of H. D. H. 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

day of December

19 84

Notary Public

Return to:

H. D. H. Construction Co. Inc.

TO

Shelby State Bank

MORTGAGE DEED

THIS FORM FROM

Lawyers Title Insurance Corporation

Title Guarantee Division

TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

EXHIBIT "A"

A part of the Southeast 1/4 of the Southeast 1/4 of Section 34, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the southeast corner of Section 34, Township 21 South, Range 3 West, Shelby County, Alabama, thence run Westerly along the south line of same said section 34, a distance of 673.40 feet to a point; thence turn an angle of 95 deg. 46 min. to the right and run Northerly a distance of 32.51 feet to a point in the centerline of a dirt or graveled road; thence turn an angle of 7 deg. 23 min. to the left and turn Northerly along the centerline of an existing dirt or graveled road or driveway a distance of 393.85 feet to a point; thence turn an angle of 97 deg. 29 min. to the right and run East-Southeasterly a distance of 174.79 feet to a point; thence turn an angle of 51 deg. 10 min. to the left and run Northeasterly a distance of 122.06 feet to a point; thence turn an angle of 43 deg. 54 min. to the right and run Easterly a distance of 227.77 feet to the point of beginning of the property being described; thence turn an angle of 90 deg. 00 min. to the left and run Northerly a distance of 300.0 feet to a point; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 290.40 feet to a point; thence turn an angle of 90 deg. 00 min. to the left and run southerly a distance of 300.0 feet to a point; thence turn an angle of 90 deg. 00 min. to the left and run Easterly a distance of 290.40 feet to the point of beginning.

Parcel II

Commence at the southeast corner of Section 34, Township 21 South, Range 3 West, Shelby County, Alabama, thence run Westerly along the South line of said section 34, a distance of 673.40 feet to a point, thence turn an angle of 95 deg. 46 min. to the right and run a distance of 32.51 feet to the point of beginning of the easement herewith described; thence turn an angle of 7 deg. 23 min. to the left and run northerly along the centerline of an existing dirt or graveled road or driveway a distance of 393.85 feet to a point; thence turn an angle of 97 deg. 29 min. to the right and run East-Southeasterly along the centerline of an existing dirt or graveled road or driveway a distance of 124.79 feet to the P. C., Point of Curve, beginning of a driveway or road curve to the left having a central angle of 51 deg. 10 min. and a radius of 105.0 feet; thence continue along the centerline of same said existing road or driveway

EXHIBIT "B"

an arc distance of 93.77 feet to the P. T., Point of Tangency, (end of curve); thence continue along tangent and same said centerline of said driveway or road a tangent distance of 72.06 feet to the centerline of said access easements intersection with the south line of property being served, less and except any part of just described easement that duplicates or overlaps an existing easement for ingress and egress such as the point of beginning and any part of subject property.

Parcel III

Commence at the southeast corner of Section 34, Township 21 South, Range 3 West, Shelby County, Alabama, thence run Northerly along the East line of said Section a distance of 500.43 feet to the point of beginning of the property being described, thence continue along last described course a distance of 329.0 feet to a point; thence turn an angle of 90 deg. 00 min. left and run Westerly a distance of 659.17 feet to a point; thence turn an angle of 88 deg. 59 min. 49 sec. left and run southerly a distance of 329.05 feet to a point; thence turn an angle of 91 deg. 00 min. 11 sec. left and run Easterly a distance of 191.41 feet to a point; thence turn an angle of 90 deg. 00 min. left and run Northerly a distance of 300.0 feet to a point; thence turn an angle of 90 deg. 00 min. right and run southerly a distance of 300.0 feet to a point; thence turn an angle of 90 deg. 00 min. left and run Easterly a distance of 183.12 feet to the point of beginning; being situated in Shelby County, Alabama.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1984 DEC -7 AM 8:55

Thomas P. [Signature]
JUDGE OF PROBATE

Notary - 24750
Rec 10.00
Sub. 1.00
258.50