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This instrument was prepared by: **Mary Ann Reynolds**
SouthTrust Mortgage Corporation
250 Office Park Drive
Birmingham, Alabama 35253

STATE OF ALABAMA

COUNTY OF **Shelby**

CONSTRUCTION LOAN MORTGAGE DEED
AND SECURITY AGREEMENT

THIS INDENTURE made and entered into this **21st** day of **February**, 19 **85**, by and between
JESSE S. PEVEAR, III

Parties of the First Part, hereinafter referred to as Mortgagor, and SouthTrust Mortgage Corporation, of Birmingham, Jefferson County, Alabama, a Delaware Corporation, Party of the Second Part, hereinafter referred to as Mortgagee.

WITNESSETH:

WHEREAS, the said **Jesse S. Pevear, III**, has become

justly indebted to the mortgagee in the principal sum of **One Hundred Twenty-Five Thousand and No/100-----**
\$125,000.00 DOLLARS.
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 undersigned, 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 22, according to the Survey of Meadow Brook Estates, First Sector as
recorded in Map Book 7, Page 64, in the Probate Office of Shelby
County, Alabama.**

**This is a corrective mortgage to correct the mortgagor's name on that
mortgage issued February 21, 1985, which is recorded in Book 020, Page
215.**

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 material and equipment of every kind and
character used or useful in connection with said improvements.

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TOGETHER WITH all rents, issues and profits thereof and the rights, privileges and appurtenances thereunto belonging or in anywise appertaining, including all gas, electric, steam, hot air and other heating, lighting and cooking apparatus, engines, boilers, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing fixtures which are, or shall be, attached to said building of which shall be deemed really as between the parties hereto and all persons claiming by, through or under them, and conveyed by this mortgage as a part of the security for said indebtedness.

All of the foregoing is sometimes hereinafter for convenience called the "Premises".

TO HAVE AND TO HOLD the Premises, and every part hereof, unto the Mortgagee, its successors and assigns, forever. And the Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Premises and has a good right to sell and convey the same as aforesaid; that the Premises are free and clear of all liens and encumbrances and the Mortgagor will warrant and forever defend the title to the same unto the Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

This mortgage is made and accepted on the understanding that the following covenants, conditions and agreements shall continue in effect so long as any portion of the indebtedness hereby secured remains unpaid, to-wit:

1. THIS IS A FUTURE ADVANCE MORTGAGE, and the indebtedness shall be advanced by Mortgagee to Mortgagor in accordance with a construction loan agreement of even date herewith, the terms of which agreement are made a part of this mortgage. This mortgage shall also secure any and all other indebtedness now or hereafter owing from the Mortgagor to the Mortgagee.

2. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. For the benefit of the Mortgagee, the buildings on said Premises shall be constantly insured against loss by fire and other hazards, casualties and contingencies, extended coverage, and other such coverage, in such manner and in such companies and for such amounts as may be required by the Mortgagee, with loss, if any, payable to Mortgagee, as its interest may appear, and the Mortgagor does hereby transfer, assign, set over and deliver to the Mortgagee the fire and other insurance policies covering said property, and it is further agreed that all of the security for said indebtedness shall pass to, and become the property of, the purchaser at any foreclosure sale hereunder, without the necessity of notice, sale, deed or other proceedings in consummation of such foreclosure, and if the Mortgagor fails to keep said property insured as above specified then the Mortgagee may, at its option, insure said property for its insurable value, against loss by fire and other hazards, casualties and contingencies, for its own benefit, and any amount which may be expended for premiums on such insurance policies shall be secured by the lien of this mortgage and bear interest from the date of payment by the Mortgagee; it being understood and agreed between the parties hereto that any sum, or sums, of money received for any damage by fire or other casualty to any building, or buildings, herein conveyed may be retained by the then holder of the indebtedness secured by this mortgage and applied toward payment of such indebtedness, either in whole or in part, or, at the option of the holder of said debt, same may be paid over to a trustee, to be named by the Mortgagee, its successors or assigns, to be applied in payment for any repair or replacement of such building, or buildings, or for any other purpose or object satisfactory to said Mortgagee, without affecting the lien of this mortgage for the full amount hereby secured.

4. The Premises and the improvements thereon shall be kept in good condition and no waste committed or permitted thereon, natural wear and tear excepted, and all taxes and assessments or other charges, which may be levied upon or accr

11. If all or any part of the Premises shall be damaged or taken through condemnation (which term when used in this mortgage shall include any damage or taking by any governmental authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall at the option of the Mortgagee become immediately due and payable. The Mortgagee shall be entitled to all compensation, awards, and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Mortgagor's name, any action or proceedings relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Mortgagor to the Mortgagee, who, after deducting therefrom all its expenses, including attorney's fees, may release any moneys so received by it without affecting the lien of this mortgage or may apply the same in such manner as the Mortgagee shall determine to the reduction of the sums secured hereby, and any balance of such moneys then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignments of any compensations, awards, damages, rights of action, claims and proceeds as the Mortgagee may require.

12. This mortgage creates a security interest in the personal property of the Mortgagor herein described, and shall constitute a Security Agreement under the Alabama Uniform Commercial Code. Mortgagor covenants and agrees to execute, file and refile such financing statements, continuation statements or other documents that Mortgagee shall require.

13. Provided always that if the Mortgagor pay said note and any renewal or extension thereof and all other indebtedness secured by the mortgage including all future advances to be made hereunder, and reimburse said Mortgagee, its successors or assigns, for any amount it may have expended in payment of taxes, assessments, insurance or other liens and interest thereon and shall do and perform all other acts and things herein agreed to be done this conveyance shall be null and void; otherwise it shall remain in full force and effect.

Singular 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, Jesse S. Pevear, III has hereunto set his signature on this 21st day of February 1985.

Jesse S. Pevear, III (Seal)

Jesse S. Pevear, III (Seal)

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

1985 APR 25 AM 9:28

RECORDING FEES

Mortgage Tax \$ 187.50

Deed Tax

Mineral Tax

Recording Fee

Index Fee

TOTAL

\$ 196.00

STATE OF ALABAMA

COUNTY OF