

This instrument was prepared by

(Name) **FIRST AMERICAN BANK OF PELHAM**

(Address) **P. O. BOX 100, PELHAM, ALABAMA 35124**

Form 1-1-22 Rev. 1-44

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

PATTERSON & WILDER CONSTRUCTION CO., INC.

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

FIRST AMERICAN BANK OF PELHAM

(hereinafter called "Mortgagee", whether one or more), in the sum

of **THREE HUNDRED THOUSAND AND NO/100**----- Dollars
(\$ 300,000.00), evidenced by

Installment note of even date payable in 60 monthly installments with the rate to change each calendar quarter to Lender's Prime plus 1-1/2%, initial rate being 11.00% APR.

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,

PATTERSON & WILDER CONSTRUCTION CO., 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:

From the NW corner of the SW 1/4 of Section 12, Township 20 South, Range 3 West, run southerly along the West boundary line of the said NE 1/4 of SW 1/4 of Section 12, Township 20 South, Range 3 West, for 300.0 feet; thence turn an angle of 30 deg. 15 min. to the left and run Easterly 687.69 feet to the point of beginning of the land herein described; thence turn an angle of 102 deg. 43 min. 15 sec. to the right and run Southwesterly 346.40 feet; thence turn an angle of 102 deg. 43 min. 15 sec. to the left and run Easterly 603.17 feet, more or less, to a point on the West right of way line of U. S. 31 Highway; thence turn an angle of 64 deg. 33 min. to the left and run Northeasterly along the West right of way line of U. S. 31 Highway 374.21 feet; thence turn an angle of 115 deg. 27 min. to the left and run Westerly 687.69 feet to the point of beginning. This land being a part of the NE 1/4 of the SW 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama.

ALSO, From the NW corner of the NE 1/4 of the SW 1/4 of Section 12, Township 20 South, Range 3 West, run Southerly along the West boundary line of said NE 1/4 of SW 1/4 of Section 12, Township 20 South, Range 3 West, for 300 feet to the point of beginning of the land herein described; thence continue Southerly along the West boundary line of the NE 1/4 of the SW 1/4 of Section 12, Township 20 South, Range 3 West, for 338.0 feet; thence turn an angle of 88 deg. 36 min. 13 sec. to the left and run Easterly 603.17 feet; thence turn an angle of 77 deg. 16 min. 45 sec. to the left and run Northeasterly 346.40 feet; thence turn an angle of 102 deg. 43 min. 15 sec. to the left and run Westerly 687.69 feet to the point of beginning. This land being a part of the NE 1/4 of SW 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama.

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

To Have And To Hold the above granted property unto the Mortgagee, Mortgagee's successors, heirs, 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 Mortgagee 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

PATTERSON & WILDER CONSTRUCTION CO., INC.

have hereunto set signature and seal, this 6th day of August 1985

PATTERSON & WILDER CONSTRUCTION CO., INC. (SEAL)

BY Frank L. Patterson (SEAL)
Its President (SEAL)

(SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

I, Joann Shockley
hereby certify that Frank L. Patterson

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

whose name 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 executed the same voluntarily on the day the same bears date,
Given under my hand and official seal this 6th day of August 1985

Joann Shockley Notary Public

My Commission Expires December 6, 1987

THE STATE of
COUNTY

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

I,
hereby certify that

whose name as of
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 , 19

Notary Public

RECORDING FEES

Mortgage Tax \$ 450.00
Deed Tax
Mineral Tax
Recording Fee 5.00
Index Fee 1.00
TOTAL \$ 456.00

MORTGAGE DEED

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT IS FILED

1985 AUG 21 AM 10:15

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama

Return to:

TO