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This instrument was prepared by

(Name) William A. Jackson, Attorney  
#1 Independence Plaza, Suite 508  
(Address) Birmingham, Alabama 35209

Form 1-1-22 Rev. 1-66

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Roy Martin Construction, Inc., a corporation,

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

M. Owens Sims

(hereinafter called "Mortgagee", whether one or more), in the sum of One Hundred Three Thousand and No/100-----Dollars (\$ 103,000.00), evidenced by one promissory note of even date herewith, according to the terms and conditions of said note, which is due and payable on or before December 30, 1988,

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,

Roy Martin Construction, Inc., a corporation,

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:

BOOK 059 PAGE 650  
A part of the South Half of the SW-1/4 and the South Half of the NW-1/4 of the SW-1/4, all in Section 18, Township 20, Range 2 West, said part being more particularly described as follows: Beginning at the SE corner of said South Half of the SW-1/4; run thence North along the East line thereof for 1241.49 feet to a point in the center of a public road; thence Westerly along the meanderings of said public road to its intersection with the North line of said South Half of the SW-1/4, said meanderings being further described as follows: From the point in the center of the public road thus obtained, turn left 97° 02' for 82.20 feet; thence right 4° 07' for 117.78 feet; thence left 30° 37' for 135.73 feet; thence right 22° 27' for 214.70 feet; thence right 19° 10' for 169.80 feet; thence right 42° 21' for 140.66 feet; thence left 23° 42' for 43.85 feet; thence right 56° 12' for 19.10 feet, more or less, to said North line of the South Half of the SW-1/4; thence West along said North line to the NW corner of the SE-1/4 of the SW-1/4; thence North along the East line of the South Half of the NW-1/4 of the SW-1/4 for 38.20 feet to a point in the center of a public road; thence left 77° 17' and along the center of said road for 292.5 feet; thence left 5° 49' and along the center of said road for 278.7 feet to an intersection with the center line of a paved county road; thence left 76° 48' and along said paved county road for 264.65 feet; thence right 5° 54' and along said paved county road for 231.63 feet; thence right 5° 16' and along said paved county road for 251.58 feet; thence right 1° 59' and along said paved county road for 499.4 feet, more or less, to an intersection with the North line of a four-acre tract located in the SW corner of the SW-1/4 of the SW-1/4; thence East along the North line of said four-acre tract for 332.6 feet, more or less, to the NE corner thereof; thence South along the East line of said four-acre tract to the South line of said Section 18; thence East 2285.20 feet, more or less to the point of beginning.

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

JACKSON, A. J. & SONS  
ATTORNEYS AT LAW

SUITE 508  
Said property is warranted free from all incumbrances and is free of any adverse claims, except as stated above.

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 agrees 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, Roy Martin Construction, Inc., a corporation,

have hereunto set its signature and seal, this 3rd day of February, 1986.

ROY MARTIN CONSTRUCTION, INC. (SEAL)

By Roy L. Martin (SEAL)  
Its President

(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 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.

THE STATE of ALABAMA

JEFFERSON

COUNTY

I, the undersigned  
hereby certify that Roy L. Martin,

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

whose name as President of Roy Martin Construction, 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 3rd day of February, 1986.

Notary Public

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

1986 FEB -4 PM 1:11

JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$ 154.50
Deed Tax	
Mineral Tax	
Recording Fee	5.00
Index Fee	1.00
TOTAL	\$ 160.50

MORTGAGE DEED

TO

JACKSON & ARNOLD  
ATTORNEYS AT LAW  
SUITE 508  
1 INDEPENDENCE PLAZA  
BIRMINGHAM, ALABAMA 35202

Return to:

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guarantee Division  
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama