

The State of Alabama }

1404

Shelby County.

THIS INDENTURE, made and entered into this 10th day of February, 1987

by and between Phillip J. Calma and wife Toni M. Calma

parties of the first part, hereinafter referred to as mortgagor, and AmSouth Bank, N.A.

party of the second part, hereinafter referred to as mortgagee,

Witnesseth:

WHEREAS, the said mortgagors justly indebted to the party of the second part in the principal sum of Thirty five thousand and 00/100 dollars (\$35,000.00) as evidenced by note bearing even date herewith, payable as follows: On demand but not later than August 10, 1987.

On demand, bearing interest as provided in said note. (This is a FUTURE ADVANCE MORTGAGE, and the said 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.) In addition to the said principal amount with interest, this mortgage shall also secure any and all other additional indebtedness now or hereafter owing by mortgagor to mortgagee.

NOW, THEREFORE, the parties of the first part, in consideration of the premises, and to secure the payment of said indebtedness and the compliance with all the stipulations herein contained, have bargained and sold, and do hereby grant, bargain, sell, alien, and convey unto the party of the second part, its successors and assigns, the following described real estate, lying and being situated in the County of Shelby, State of Alabama, to-wit:

See Exhibit "A" .

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, air-conditioning and 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.

Calhoun Title

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This instrument prepared by
JOY WHEELER
AmSouth Bank, N.A.
P.O. Box 11007
Birmingham, AL 35288
John Hand bldg. 16th Floor

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, on this the day and year first above written.

Witnesses:

X *Phillip J. Calma* (Seal)
Phillip J. Calma (Seal)
X *Toni M. Calma* (Seal)
Toni M. Calma (Seal)

STATE OF ALABAMA,
Jefferson COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that
Phillip J. Calma and Toni M. Calma
whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being in-
formed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 10th day of February, 1987

[Handwritten Signature]



STATE OF ALABAMA,
COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that
on this day came before me the within named

known to me to be the wife of the within named
who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she
signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In Witness Whereof, I have hereunto set my hand and official seal, this

Notary Public.

STATE OF ALABAMA,
COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that
on this day came before me the within named

known to me to be the wife of the within named
who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she
signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In Witness Whereof, I have hereunto set my hand and official seal, this

Notary Public.

STATE OF ALABAMA,
COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that
whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being in-
formed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this

Notary Public.

STATE OF ALABAMA,
COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that
whose name as President of the

a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being in-
formed 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

Notary Public.

MORTGAGE DEED

STATE OF ALABAMA

Office of the Judge of Probate

I hereby certify that the within mortgage was

filed in this office for record on the _____

day of _____, 19__

at _____ o'clock _____ M., and was duly recorded

in Volume _____ of Mortgages, at page _____

and examined.

Judge of Probate.

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Exhibit "A"

Part of the SE 1/4 of SW 1/4, Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, said part being more particularly described as follows: From the Northwest corner of said SE 1/4 of SW 1/4 run South along the West line thereof for 985.68 feet to a point of beginning; thence continue South along the same course for 160 feet; thence turn an angle to the left of 104 deg. 22 min. 15 sec. and run Northeasterly for a distance of 348.39 feet; thence turn an angle to the left of 80 deg. 08 min. 45 sec. and run North for a distance of 137.65 feet; thence turn an angle to the left of 96 deg. 31 min. and run Southwesterly for a distance of 332.8 feet to the point of beginning; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Less and except any portion in right of way for New Hope Mountain Road as shown by survey of Laurence D. Weygand dated October 17, 1986.

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

1987 FEB 17 AM 8:39

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Dead Tax	\$ _____
2. Mig Tax	<u>52.50</u>
3. Recording Fee	<u>12.50</u>
4. Indexing Fee	<u>1.00</u>
TOTAL	<u>66.00</u>

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