

The State of Alabama }

Shelby

County.

878

THIS INDENTURE, made and entered into this 6th day of April, 1988.

by and between Laurence W. Church and wife, Brenda M. Church

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 One Hundred Sixty Thousand and 00/100 dollars-----(\$160,000.00)-----

as evidenced by note bearing even date herewith, payable as follows: On demand but not later than January 6, 1989. This mortgage also shall secure any renewals or extensions of said indebtedness or any appt thereof.

On demand, bearing interest as provided in said note. (This is a FUTURE ADVANCE MORTGAGE, and the said \$160,000.00 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 \$160,000.00 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 ~~XXXXXXXXXXXX~~ Shelby County of ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ State of Alabama, to-wit:

Lot 8, according to the Survey of Hollybrook Lake, as recorded in Map Book 4, page 74 in the Probate Office of Shelby County, Alabama.

Situating in Shelby County, Alabama.

BOOK 179 PAGE 642

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.



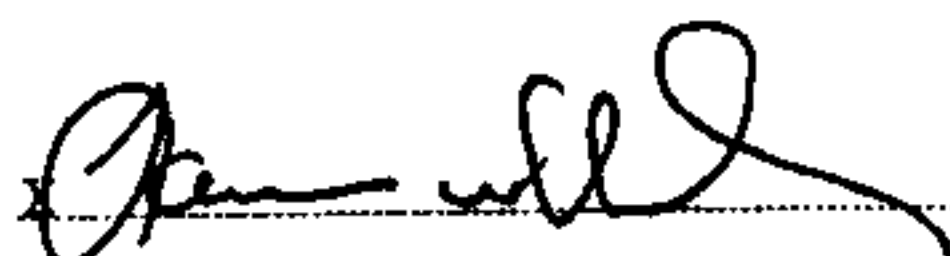
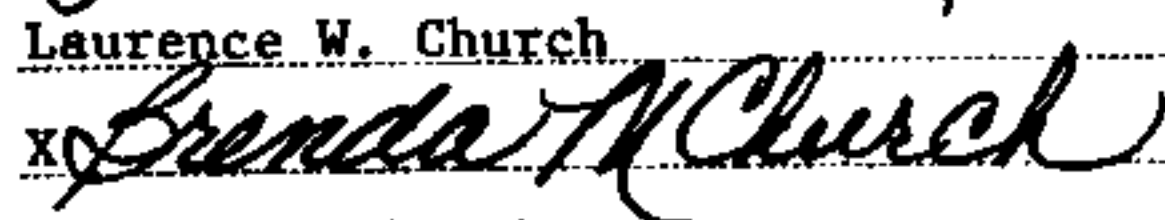


BOOK 179 PAGE 644

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

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

 (Seal)  
Laurence W. Church (Seal)  
X  (Seal)  
Brenda M. Church (Seal)

BOOK 179 PAGE 645

STATE OF ALABAMA,

Jefferson

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that

Laurence W. Church and wife, Brenda M. Church whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed 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 6th day of April, 1988.

*Notary Public*

MY COMMISSION EXPIRES SEPTEMBER 19, 1990

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

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 informed 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 informed 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

1. Deed Tax \$ 240.00  
2. Mig. Tax 10.00  
3. Recording Fee 1.00  
4. Indexing Fee 1.00  
TOTAL 251.00

Notary Public.

CO APR 12 11:02

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.

MORTGAGE DEED

LAND TITLE COMPANY  
BIRMINGHAM, AL 35203  
TO