

This instrument was prepared by

(Name) FIRST AMERICAN BANK OF PELHAM

(Address) POST OFFICE BOX 100, 3000 PELHAM PARKWAY, PELHAM, ALABAMA 35124

Form 1-1-22 Rev. 1-66

MORTGAGE—

STATE OF ALABAMA
COUNTY SHELBY

1169
KNOW ALL MEN BY THESE PRESENTS: That Whereas,

BENNY GRIFFIN CONSTRUCTION, 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 SEVENTY NINE THOUSAND FIVE HUNDRED AND NO/100----- Dollars
(\$ 79,500.00), evidenced by

L&D NOTE OF EVEN DATE PAYABLE IN 180 DAYS
AT AN INTEREST RATE OF FLOATING PRIME + 1½%
INITIAL RATE OF 12.00% AND ANY AND ALL RENEWALS
OR EXTENSION THEREAFTER

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,

BENNY GRIFFIN CONSTRUCTION, 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:

LOT 96, ACCORDING TO THE SURVEY OF NAVAJO HILLS,
NINTH SECTOR, AS RECORDED IN MAP BOOK 10 PAGE
84 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

BOOK 218 PAGE 459

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

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 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.

BENNY GRIFFIN CONSTRUCTION, INC.

Benny Griffin (SEAL)
____ (SEAL)
____ (SEAL)
____ (SEAL)

COUNTY

hereby certify that

Given under my hand and official seal this _____ day of _____, 19____

Notary Public.

Notary Public.

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

Given under my hand and official seal, this the 16th day of December, 1988

Garni Shockley, Notary Public

MY COMMISSION EXPIRES DECEMBER 16, 1991

MORTGAGE DEED

88 DEC 19 AM 9:14

Thomas W. Huntington
JUDGE OF PROBATE

1. Death Tax
2. Mig. Tax 119.25
3. Recording Fee 5.00
4. Indexing Fee 4.00
TOTAL 125.25

Return to:

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