

This instrument was prepared by

(Name) David F. Byers, Jr., Esq., Wallace, Jordan, Ratliff, Byers & Brandt

(Address) 525 Southbridge Building, Birmingham, Alabama 35209

MORTGAGE-

.08

STATE OF ALABAMA
COUNTY Shelby

}

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

HEARTHSTONE BUILDERS & DEVELOPERS, INC.

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
BRADLEY H. BYERS and wife, KELLY ELAINE BYERS

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

of Twenty Seven Thousand Five Hundred and No/100----- Dollars
(\$ 27,500.00), evidenced by

a Mortgage Note for such amount dated of even date herewith.

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,

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:

Inst # 1993-22121

07/27/1993-22121
04:02 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

003, #CD 54, 75

Said property is warranted free from all incumbrances and against any adverse claim, 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 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 HEARTHSTONE BUILDERS & DEVELOPERS, INC. has caused its President to have hereunto set his signature and seal, this _____ day of July, 19 93.
 HEARTHSTONE BUILDERS & DEVELOPERS, INC. an Alabama corporation (SEAL)
 By: *David F. Byers* (SEAL)
 AS ITS PRESIDENT (SEAL)
 (SEAL)

THE STATE of _____ }
 COUNTY }
 I, _____, a Notary Public in and for said County, in said State,
 hereby certify that _____
 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 }
 SHELBY COUNTY }
 I, _____, a Notary Public in and for said County, in said State,
 hereby certify that David F. Byers
 whose name as President of Hearthstone Builders & Developers, 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 on the act of said corporation.
 Given under my hand and official seal, this the 26th day of July, 19 93.
Betty T. Jamison, Notary Public

Return to: David F. Byers, Jr. Esq.
 Wallace, Jordan, Ratliff, Byers & Brandt
 HEARTHSTONE BUILDERS & DEVELOPERS, INC.
 TO
 BRADLEY H. BYERS and KELLY ELAINE BYERS
 MORTGAGE DEED

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

MORTGAGE NOTE

FHA CASE NO.

N/A

\$ 27,500.00

Shelby County, Alabama.
July 26, 19 93

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to

BRADLEY H. BYERS and KELLY ELAINE BYERS

or order,

the principal sum of Twenty Seven Thousand Five Hundred and No/100 Dollars (\$ 27,500.00)

with interest from date, at the rate of Six and No/100 per centum (6.0 %) per annum on the unpaid balance until paid. The said principal and interest shall be payable at the office of Cahaba Valley Millwork, Inc. in Shelby County, Alabama

or at such other place as the holder may designate in writing, in monthly installments of One Thousand and No/100----- Dollars (\$ 1,000.00), commencing on the first day of August __, 19 93, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of

If default be made in the payment of any installment under this note, and if the default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event of default in the making of any payments herein provided and in the event the whole of said debt is declared to be due, interest shall accrue thereafter at the rate stated above.

Presentment, protest and notice are hereby waived. The drawers and endorsers of this note also waive the benefit of any homestead, exemption, valuation or appraisal laws as to this debt, and agree to pay all costs of collecting or securing or attempting to collect or to secure this note, including a reasonable attorney's fee.

HEARTHSTONE BUILDERS & DEVELOPERS, INC.
an Alabama corporation

By: 
As Its President

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SHELBY COUNTY JUDGE OF PROBATE