

This form furnished by: **Cahaba Title, Inc.**

0119  
Eastern Office  
(205) 833-1571  
FAX 833-1577

Riverchase Office  
(205) 988-5600  
FAX 988-5905

This instrument was prepared by:  
(Name) Jack H. Harrison, P.C.  
(Address) Attorney At Law  
1855 Data Drive, Suite 100  
Hoover, AL 35244

**MORTGAGE**

STATE OF ALABAMA  
SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

St. Charles Place, An Alabama General Partnership

hereinafter called "Mortgagors", whether one or more) are justly indebted to  
Tucker Utility Contractors, Inc.

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

of One Hundred Sixteen Thousand Three Hundred Eighty Three and 80/100--- Dollars  
(\$ 116,383.80), evidenced by

That certain Promissory Note of even date herewith.

Mortgagee agrees that it will release lots from  
the lien of this mortgage from time to time upon  
receipt of the sum of \$10,000.00 per lot.

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,

St. Charles Place, An Alabama General Partnership  
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:

St. Charles Place, Phase IV as recorded in Map Book 18,  
Page 106, in the office of the Judge of Probate of Shelby  
County, Alabama.

Inst # 1994-26670

08/29/1994-26670  
10:29 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 KCD 185.60

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


Tucker Utility Cont, Inc ATT:  
2086 Valleydale Terr. Donnie Tucker, Pres  
B'ham, AL 35244

Inst # 1994-26670


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 sums 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 the 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 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, for 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 St. Charles Place, An Alabama General Partnership

have hereunto set its signature and seal, this 25th day of August, 1994.  
St. Charles Place, An Alabama General Partnership (SEAL)  
By Weatherly Enterprises, Inc., Its Managing Partner (SEAL)  
By:  (SEAL)  
Steven E. Chambers, President (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 of \_\_\_\_\_ 1994, the same bears date.  
Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 1994.  
\_\_\_\_\_  
Notary Public

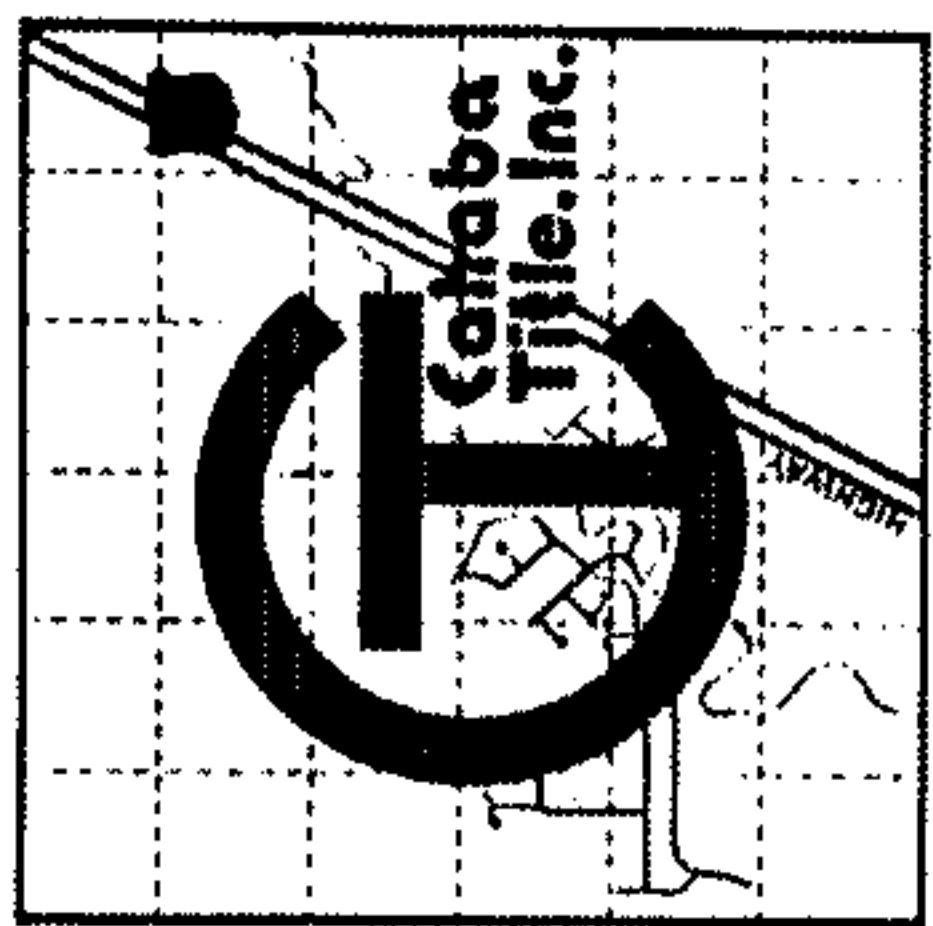
THE STATE of Alabama  
Shelby COUNTY }  
I, B. Lynn McGaughy  
hereby certify that Steven E. Chambers  
whose name as President of Weatherly Enterprises, Inc., a corporation,  
is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that  
being informed of the 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 25th day of August, 1994.  
  
My Commission Expires: 8-15-95  
\_\_\_\_\_  
Notary Public

08/29/1994-26670  
10:29 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 JCD 185.60

Return to:  
St. Charles Place, An Alabama  
General Partnership  
1855 Data Drive, Suite 100  
Hoover, AL 35244  
TO

MORTGAGE

STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_



Recording Fee \$ \_\_\_\_\_  
Deed Tax \$ \_\_\_\_\_

This form furnished by  
**Cahaba Title, Inc.**  
RIVERCHASE OFFICE  
2068 Valleydale Road  
Birmingham, Alabama 35244  
Phone (205) 988-5600  
EASTERN OFFICE  
213 Gadsden Highway, Suite 227  
Birmingham, Alabama 35235  
(205) 833-1571