

STATE OF ALABAMA )  
JEFFERSON COUNTY )

01/17/1995-01347  
MORTGAGE  
SHELBY COUNTY JUDGE OF PROBATE  
002 HEL 48.50

Know All Men by These Presents, that whereas the undersigned NATHAN E. GILBERT (hereinafter known as "Mortgagor") justly indebted to FIRST FEDERAL BANK, A FEDERAL SAVINGS BANK, (hereinafter known as "Mortgagee") in the sum of TWENTY-FIVE THOUSAND AND NO/100'S (\$25,000.00) evidenced by his promissory note in the same amount and dated the same day of this mortgage and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due, JULY 12, 1995.

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Mortgagor does, hereby grant, bargain, sell and convey unto the said Mortgagee, the following described real property situated in JEFFERSON County, Alabama, to wit:

**Lot 18, according to the Survey of Weatherly, Windsor-Sector 9, as recorded in Map Book 17 page 125 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.**

This mortgage is secondary to the lien of that certain mortgage from Royal Construction and Development Company, Inc. to First Federal Bank, A Federal Savings Bank, recorded as Instrument #1993-41840.

To Have and To Hold the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee 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 should said indebtedness hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other encumbrances, 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagee for the foreclosure of this mortgage in Chancery, should

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the same be so foreclosed, said fee to be a part of the debt hereto secured.

The Mortgagor will provide proof to the Mortgagee annually that both taxes and insurance in the amount of the principal balance have been paid.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 13th day of January, 1995.

Mortgagor: Nathan E. Gilbert  
NATHAN E. GILBERT, AS PRESIDENT OF  
ROYAL CONSTRUCTION AND DEVELOPMENT COMPANY, INC.

Mortgagor: Nathan E. Gilbert  
NATHAN E. GILBERT, AS SURETY

State of Alabama)  
Jefferson County)

On this 13th day of January, 1995, I, Mark E. Tippins, a Notary Public in and for said state and county hereby certify that NATHAN E. GILBERT, as President of ROYAL CONSTRUCTION AND DEVELOPMENT COMPANY, INC., and as Surety, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me that, being informed of the contents of this conveyance, he, as such officer and as Surety with full authority, executed the same voluntarily for and as the act of said corporation and as his own act on the day the same bears date.

Given under my hand and seal of office this the 13th day of January, 1995.

[Signature]  
Notary Public

My commission expires: 07-23-1997

This instrument prepared by:

Mark E. Tippins, Attorney  
4 Office Park Circle, #212  
Birmingham, Alabama 35223

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