

This instrument was prepared by

**MERCHANTS & PLANTERS BANK**

P.O. Box 240, Montevallo, Alabama 35115

**Mitchell A. Spears**  
Attorney at Law  
P.O. Box 119  
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STATE OF ALABAMA }  
COUNTY OF SHELBY }

KNOW ALL MEN BY THESE PRESENTS: That this mortgage made and entered into on the day the same bears date by and between  
Cardwell Construction, Inc.  
(hereinafter called "Mortgagors," whether one or more) and MERCHANTS & PLANTERS BANK, Montevallo, Alabama, a corporation  
(hereinafter called "Mortgagee"), WITNESSETH:

Whereas, Mortgagors are justly indebted to Mortgagee in the sum of ELEVEN THOUSAND TWO HUNDRED FIFTY and  
00/100----- Dollars  
(\$ 11,250.00\*\*\*), evidenced by promissory note bearing even date with this instrument, and due and payable in accordance with the  
terms of said note; and,

Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment  
thereof, as well as any extensions or renewals of said indebtedness or any part or portion thereof; and,

Whereas, Mortgagors may be or hereafter become further indebted to Mortgagee as may be evidenced by promissory note or notes or  
otherwise, and it is the intent of the parties hereto that this mortgage shall secure any and all indebtednesses of Mortgagors to Mortgagee,  
whether now existing or hereafter arising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect, and this  
mortgage is to secure not only the indebtedness evidenced by the note hereinabove specifically referred to, but any and all other debts, obliga-  
tions or liabilities of Mortgagors to Mortgagee, now existing or hereafter arising, and any and all extensions or renewals of same, or any part  
thereof, whether evidenced by note, open account, endorsement, guaranty, pledge or otherwise.

NOW, THEREFORE, in consideration of the premises, said Mortgagors, and all others executing this mortgage, do hereby grant, bar-  
gain, sell and convey unto the Mortgagee the following described real estate, together with all improvements thereon and appurtenances  
thereto, situated in SHELBY County, State of Alabama, to wit:

Lot 11, according to the Survey of Shoal Creek Highlands, First Sector,  
as recorded in Map Book 13 page 39 in the Probate Office of Shelby  
County, Alabama; being situated in Shelby County, Alabama.

THIS IS A PURCHASE MONEY FIRST MORTGAGE.

Inst # 1996-10538

04/01/1996-10538  
03:03 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 HCD 27.95

Said real estate is warranted free from all encumbrances and Mortgagors warrant the same against any adverse claims, except as stated above.

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