

THE STATE OF ALABAMA, }
SHELBY County }

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned

HEN-SONS Construction, LTD (hereinafter called the Mortgagor) has
become justly indebted to Valley Building & Supply, Inc. (hereinafter
called the Mortgagee) in the sum of Seventy-Thousand & no/100 (\$70,000.00) Dollars
due by a promissory note Dated: / / 1996 in amount
Seventy-Thousand-Dollars-&no/100 (\$70,000.00) payable from date,
due one-hundred-twenty (120) days with interest of eight-per-cent (8%).

Inst # 1996-11627

and whereas, the said Mortgagee
desirous of securing the prompt payment of said note and when the same fall is due, now, therefore, in
consideration of said indebtedness, and to secure the prompt payment of the same at maturity, the said
HEN-SONS Construction, LTD

has bargained and sold, and do hereby grant, bargain, sell and convey unto the said
Valley Building & Supply, Inc.

the following described real estate situated in Shelby County
and State of Alabama, to-wit: Lot 5 of Clearview Estates, First Sector, as
shown by plat recorded in Map Book 12, Page 31 in the Probate Office
of Shelby County, Alabama.

The property hereinabove described and conveyed does not constitute
any part of the homestead of the grantor or the grantor's spouse.

Inst # 1996-11627

04/10/1996-11627
08:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCB 121-00

warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD, the above granted premises unto the said mortgagee..., Their heirs and assigns forever, and for the purpose of further securing the payment of said promissory note. They do hereby agree to pay all taxes and assessments when imposed legally upon said premises, and should They... make default in the payment of same, the said mortgagee... may at Their... option pay off the same; and to further secure said indebtedness first above named They... agree... to keep said property insured for at least One-Hundred-Thousand (\$100,000.00) Dollars, loss, if any, payable to said mortgagee... as any interest may appear, and if They fail to keep said property insured as above specified, then the said mortgagee... may, at Their option, insure said property for said sum for Their own benefit, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said mortgagee... shall become a debt to said mortgagee... additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said mortgagee... and be due and payable at the maturity of any of the principal or any interest thereon.

UPON CONDITION, HOWEVER, That if the said mortgagor... pay said note... and reimburse said mortgagee... for any amounts... may have expended as taxes, assessments or other charges and insurance and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum so expended by the said mortgagee..., or should said note... and or any part thereof, or interest thereon, remain unpaid at maturity, or should the interest of said mortgagee... or of Their... 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 the said indebtedness shall at once become due and payable, and this mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages, and the said mortgagee, its agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and, after giving 10 days, notice, by publication once a week for two consecutive weeks of the time, place, and terms of sale, by publication in some newspaper published in Shelby County, and State of Alabama, to sell the same, as a whole or in parcels, in front of the courthouse door, of said last named 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; and, second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying insurance, taxes, assessments, or other incumbrances, with interest thereon; and, third, to the payment of said note... 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 mortgagor...; and be further agree that said mortgagee..., its agents and assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and to further agree to pay a reasonable attorney's fee to said mortgagee... or its assigns, for the foreclosure of this mortgage in chancery. Should the same be foreclosed said fee to be a part

of the debt hereby secured.

.....
.....
.....
.....
.....
.....
.....
.....

Witness my hand and seal this 1st day of March A. D. 19 96

WITNESS

} *Robert M. Jones* (SEAL)

} _____ (SEAL)

HEN-SONS Construction, LTD
P.O. Box 560
Childersburg, AL. 35044

TO

Valley Building & Supply, Inc.
P.O. Box 425
Harpersville, AL. 35078-0425

Mortgage Deed

THE STATE OF ALABAMA

SHELBY County

I,

Judge of the Probate Court of said County, hereby
certify that the foregoing conveyance was filed for

registration in this office on the _____ day of

_____, 19____, and was recorded

in Vol. _____ Records of Deeds,

Page _____ on the

_____ days of _____, 19____

Judge of Probate.

Recording Fee, \$ _____

State Tax \$ _____

PRINTED AND FOR SALE BY ZAG BIRTH STATEMENT CO., B'HAM

THE STATE OF ALABAMA, } I, Judith C. Havender

Shelby County }

a Notary Public in and for said County, in said State, hereby
certify that Roland H. HENSON
whose name 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 this conveyance,
executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 1st day of March A. D. 19 96

Judith C. Havender
My Commission Expires 9/25/99

THE STATE OF ALABAMA, } I, _____

County }

a _____ in and for said County, in said State, hereby
certify that _____, a subscribing witness
to the foregoing conveyance, known to me, appeared before me this day, and, being duly sworn, stated
that _____, the Grantor
voluntarily executed the same in _____ presence, and in the presence of the other subscribing witness, on the
day the same bears date; that _____ attested the same in the presence of the Grantor _____, and of the
other witness, and that such other witness subscribed _____ name as a witness in _____ presence.

Given under my hand, this _____ day of _____ A. D. 19 _____

THE STATE OF ALABAMA, } I, _____

County }

a _____ in and for said County, in said State, hereby
certify that on the _____ day of _____ 19____, came before me the
within named _____ known to me (or made known to me),
to be the wife of the within named _____
who, being examined separate and apart from the husband, touching her signature to the within _____
_____, acknowledged that she signed the same of her own
free will and accord, without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand, this _____ day of _____ A. D. 19 _____

04/10/1996-11627
08:21 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 121.00