

State of Alabama }
Shelby County

THIS MORTGAGE, made and entered into on this the 21 day of June 2, 1996, by and between

HEN-SONS Construction, LTD

hereinafter called mortgagors, whether one or more, and Valley Building & Supply, Inc.
hereinafter called mortgagee.

WITNESSETH: That the said mortgagors are/is justly indebted to said mortgagee in the sum of \$72,000.00

Seventy-Two-Thousand-&-No/100 Dollars, which is evidenced as follows, to-wit:

due by a promissory note dated: June 21, 1996 in amount
Seventy-Two-Thousand-Dollars-&-No/100 (\$72,000.00) payable from date
due one-hundred-twenty (120) days with interest of eight-per-cent (8%).

Now therefore, in order to secure the above described indebtedness or any renewal thereof, and also to secure any other indebtedness owed by the mortgagors herein or either of them and to secure any future advances made in addition to the principal amount while any portion of this indebtedness remains outstanding but said advances not to exceed an amount equal to the principal amount, said mortgagors have bargained, sold, and conveyed, and by these presents do hereby grant, bargain, sell and convey unto said mortgagee the following described property situated in Shelby County, Alabama, to-wit:

A part of the Southwest 1/4, of the Southwest 1/4 of Section 33, Township 17 South, Range 1 East, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of the SW 1/4 of the SW 1/4 of said Section 33; Thence run North along the West line of said 1/4, 1/4 251.69 feet to a point on the centerline of Shelby County, Hwy 101; Thence angle right 61 deg. 00' 10" and run Northeasterly along said centerline 408.98 feet to the point of curvature of a 4 degree curve to the left (concave Northwesterly) Thence angle left 8 deg. 52' and run 441.61 feet (chord) to a point on said centerline; Thence angle left 98 deg. 52' and run 40.0 feet to the Northwesterly right of way line of said Hwy 101 and point of beginning; Thence continue 249.18 feet; Thence angle right 90 deg. 00' and run 236.33 feet; Thence angle 119 deg. 02' 40" and run 280.94 feet to a point on the Northwesterly right of way line of said Hwy 101; Thence angle right 58 deg. 53' 50" (to chord) and run Southwesterly along said right of way 100' to the point of beginning, said parcel containing 0.96 acres, more or less.

Inst # 1996-20382

06/24/1996-20382
11:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

TO HAVE AND TO HOLD said real property, together with the tenements and appurtenances thereunto belonging or otherwise appertaining, unto said mortgagee, its successors and assigns, in fee simple. And said mortgagors for themselves, their heirs, executors, and administrators, hereby covenant that they are seized of an indefeasible estate in fee simple in and to said real property, and have a good and lawful right to sell and convey the same; that same is free from all liens and encumbrances and they do hereby warrant and will forever defend the title of said property unto said mortgagee, its successors and assigns, from and against the lawful title, claims, and demands of any and all persons whomsoever.

But this conveyance is made upon the following conditions and stipulations, to-wit:

That said mortgagors agree to insure the buildings on said premises, and all other of said mortgaged property which is insurable, in some responsible insurance company or companies against loss by fire, lightning, or windstorm, for a sum equal to the indebtedness hereby secured, with loss payable to said mortgagee as its interest may appear. Said mortgagors agree to regularly assess said mortgaged property for taxation and to pay all taxes and assessments which come due on said mortgaged property during the pendency of this mortgage. If said mortgagors fail to pay said taxes and assessments, or to insure said property as aforesaid, then said mortgagee may take out such insurance and pay for same, and pay such taxes and assessments, and this conveyance shall stand as security for such payments, with 8% interest thereon from the date of payment, and such sums shall be payable to mortgagee on demand. Said mortgagors agree to pay reasonable attorney's fees for collecting the indebtedness hereby secured or for foreclosing this mortgage, either under the powers herein contained or in a court of competent jurisdiction.

HEN-SONS Construction, LTD
P. O. Box 17
Vincent, Alabama 35178

TO

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

Mortgage Deed

The State of Alabama

Shelby County

Judge of the Probate Court of said County hereby
certify that the foregoing mortgage was filed for
registration in this office at _____
o'clock _____ M. on the _____
day of _____ 19____
and was recorded in Vol. _____ Record of Mort-
gages, pages _____ on the _____ day of
_____ 19____
Judge of Probate.

Record Fee, \$ _____

Now if said mortgagors shall keep and perform each and all of said stipulations and agreements and pay all of said indebtedness hereby secured as same becomes payable, including interest thereon, failure to pay any part of said indebtedness when same becomes payable or to keep or to perform any stipulations and agreements herein contained making the whole of said indebtedness due and payable at once, then this conveyance shall be null and void; otherwise to remain in full force and effect; and upon failure of said mortgagors to keep any of said stipulations and agreements or to pay any or all of said indebtedness when same becomes payable, then said mortgagee may enter upon and take possession of said mortgaged property and after giving at least 21 days' notice of the time, place, and terms of sale, together with a description of said property, by notice published once a week for three successive weeks in some newspaper published in the county where said property or a material part thereof is located, or by posting written notices at three public places in said county, proceed, either in person or by agent, whether in possession or not, to sell said mortgaged property at public outcry in front of the Courthouse in said County where the property is located, to the highest bidder for cash, the proceeds of said sale to be applied as follows: (1) to payment of all costs and expenses of making such sale, including a reasonable attorney's fee for foreclosing this mortgage and collecting said indebtedness; (2) to payment of such sums as have been paid by said mortgagee for taxes, assessments, and insurance; (3) to the payment of the amount due on said indebtedness with interest; (4) the balance, if any, to be paid to said mortgagors.

In the event of such sale the auctioneer is hereby empowered, in the name of and as attorney for mortgagors, to execute a deed to the purchaser at said sale. Said mortgagee may purchase at such sale as if a stranger to this mortgage.

Should any of said mortgagors become voluntary or involuntary bankrupts, then the whole of the indebtedness hereby secured may, at the option of said mortgagee, be declared immediately due and payable.

IN WITNESS WHEREOF said mortgagors have hereunto set their hands and affixed their seals, on this the day and year first hereinabove written.

Attest: _____ (L.S.)
_____ (L.S.)

Inst # 1996-20382 _____ (L.S.)

06/24/1996-20382
11:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NEL 119.00 _____ (L.S.)

State of Alabama }

I, Judith C. Alexander a notary public in and for said county, hereby certify that

Roland H. Henson, HEN-SONS Construction HD

whose name(s) is/are signed to the foregoing mortgage, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the mortgage, he/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 24th day of June, 1996

Judith C. Alexander
A Notary Public