## REAL ESTATE MORTGAGE

29th 4IS MORTGAGE, made and entered into on this BUCK CREEK CONSTRUCTION LLC ereinafter referred to as "Mortgagor") and COLONIAL BANK persinafter referred to as "Mortgages").

day of August

, 19 95 , by and between

1996-30208

Mitnesseth:

WHEREAS, Mortgagor is justly indebted to Mortgages, and hereby executes this Mortgage to secure the payment of

\$93,000 00

Ninety Three Thousand And 00/100 Dollars

s evidenced by promissory note of even date herewith and payable in accordance with the terms of said note.

WHEREAS, Mortgagor may hereafter become further indebted to Mortgagee as may be evidenced by promissory note(s) or otherwikin, and it is the ntent of the parties hereto that this mortgage shall secure any and all indebtedness(es) of Mortgagor to Mortgages, whether now existing or hereaft<u>ar</u> rising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect, and this mortgage is to secure not only the adebtedness evidenced by the note hereinabove specifically referred to, but any and all other debts, obligations or liabilities of Mortgagor 1: Mortgagog low existing or hereafter arising, and any and all extensions or renewels of same, or any part thereof, whether evidenced by note open account indorsement, guaranty, pledge or otherwise.

NOW, THEREFORE, Mortgagor and all others executing this mortgage, in consideration of the premises, and to secure the payment of said ndebtedness evidenced by note hereinabove specifically referred to, and any and all other indebtedness(es) due or to become due se hereinabove generally referred to, and the compliance with all of the covenants and stipulations herein contained, has bergained and sold, and does " weby grent, pargain, sell, alien, convey, transfer and mortgage unto Mortgages, its successors and assigns, the following described real estate logather with puildings and improvements thereon (hereinafter sometimes called the "real estate" or the "mortgaged real estate"), lying and being situated

SHELBY n the County of

, State of Alabama, and more particularly described as follows, to-wit:

LOT 4, ACCORDING TO THE SURVEY OF STONEHAVEN, AS RECORDED IN MAP BOOK 21, PAGE 25, IN THE PROBATE OFFICE OF SHELBY COUNTY

ALABAMA.

SHELBY COUNTY JUSCE OF PROBATE 155.50 OCH NCB

together with all awards received through eminent domain, and payments upon any insurance policies covering the real estate, and all rig. . t, privileges. tenements, and appurtenances thereunto belonging or in anywise appertaining to said real estate including easements and rights-of-way appurtenant thereto and all gas, steam, electric and other heating, cooling and lighting apparatus, elevators, iceboxes, plumbing, stoves, doors and other fixtures appertaining to the real estate and improvements located thereon, all of which shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the real estate, and every part thereof, unto Mortgages, its successors and assigns forever. And Mortgagor covenants with Mortgages that it is lawfully seized of the real estate in fee simple and has a good right to sell and convey the same as aforesaid: that the real estate is free of all encumbrances except as herein set out, and Mortgagor will warrant and forever defend the title to the real estate unit Mortgages, its successors and assigns, against the lawful claims of all persons whomsoever.

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, agreements, and provisions:

- 1. That Mortgagor shall pay the said Indebtedness(es) secured hereby and interest thereon when and as it (they) shall become do course or under any condition, covenant or agreement herein contained, together with any other indebtedness(es) which Mortgagor hay owe to Mortgages, it being further agreed that any statement, any note or obligation that is secured by this mortgage shall be conclusive evidence as such fact.
- 2. (a) That Mortgagor shall provide, maintain and deliver to Mortgagee policies of fire insurance (with extended coverage), and such : ) or insurance as Mortgagee may from time to time require in companies, form, types, and amounts, and shall assign, with endorsements satisfactory . Mortgagee and deliver to Mortgagee with mortgagee clauses satisfactory to Mortgagee all insurance policies of any kind or in any amount now or husbafter issued with respect to the real estate. Not later than the first day following the expiration date of any and all such insurance policies and at any time upon request of Mortgages. Mortgager shall furnish Mortgages certificates of insurance issued by insurance companies satisfactory to Mortgages showing that the amount and type of insurance required by Mortgages hereunder is in effect. All renewal policies, with premiums paid, shall be delivered to Mortgagee at least thirty (30) days before the expiration of the old policies. If any insurance, or any part thereof, shall expire,

29631L1 (9507) Page 1 of 4 pages

or be withdrawn or become void or unsafe by Mortgagor's breach of any condition thereof, or become void or unsafe by reason of the failure or impairment of the capital of any company by which the insurance may then be carried, or if for any reason whatever the insurance shall be unsatisfactory to Mortgagee, Mortgagor shall procure and deliver to Mortgagee new Insurance on the premises, satisfactory to Mortgagee, if Mortgagor fails to procure and deliver such new insurance, Mortgagee may, but shall not be obligated to, procure same, and upon demand. Mortgagor shall reimburse Mortgagee all such costs expended with interest on such advance at the rate set forth in the note secured hereby. Mortgagor shall give immediate notice in writing to Mortgagee of any loss, injury or damage affecting the mortgaged real estate caused by any casualty or occurrence. Full power is hereby conferred on Mortgagee to settle and compromise claims under all policies and to demand, receive, and receipt for all monies becoming payable thereunder and to assign absolutely all policies to any holder of the note or to the grantee of the real estate in the event of loss coveries by any of the policies of insurance herein referred to, each individual insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointy, and the insurance proceeds, after deducting all costs of collection, including reasonable attorneys' fees, may be applied by the Mortgagee at its option, either as a payment on account of the indebtedness(es), secured hereby, whether or not then due or payable, or toward the restoration, reconstruction, repair, or alteration of the real estate, either to the portion thereof by which said loss was sustained or any other portion thereof.

ail er

- (b) That together with and in addition to the monthly payment of principal and interest, and on the same date on which the principal and interest are payable under the terms of the note secured hereby. Mortgagor, if required by Mortgagoe, shall deposit with the Mortgagoe, in a non-interest bearing account, a sum equal to one-twelfth (1/12) of the yearly taxes and assessments which may be levied against the real estate and which may attain priority over this mortgage, and ground rents, if any, plus one-twelfth (1/12) of the yearly premiums for insurance that will become due and payable to renew the insurance on the real estate for coverage against loss by fire or such other hazard as may reasonably be required by the Mortgagoe. The amount of such taxes, assessments, ground rents, and premiums when unknown, shall be estimated by the Mortgagoe. If the amount of funds held shall exceed at any time the amount deemed necessary by the Mortgagoe to provide for the payment of taxes, assessments, ground rents and insurance premiums as they fall due, such excess shall be repaid to Mortgagor or credited to Mortgagor as Mortgagoe may determine. If the amount of tends held shall not be sufficient at any time to pay taxes, assessments, ground rents, and insurance premiums as they fall due, Mortgagor shall pay to Mortgagoe any amount necessary to make up the deficiency upon notice from Mortgagoe to Mortgagor requesting payment thereof. Upon payment in full of all sums secured by this mortgago, Mortgagoe shall promptly refund to Mortgagor any funds held.
- (c) That Mortgagor shall pay and discharge as the same become due all taxes and assessments that may accrue, be levied, or assessed upon the real extate driving part thereof, which may be or become a lien prior to this mortgage or have priority in payment to the indebtedness(es) secured hereby, or upon Mortgagee's interest therein or upon this mortgage or the indebtedness(es) or evidence of indebtedness(es) secured hereby, without regard to any law haretofore or hereafter enacted imposing payment of the whole or any part(s) thereof upon Mortgagee; upon the passage of any law imposing the payment of the whole or any part thereof upon Mortgagee or upon the rendering by an appellate court of competent jurisdiction that the undertaking by Mortgagor to pay such taxes is legally inoperative, then the indebtedness(es) secured hereby without deduction shall, at the option of Mortgagee, become immediately due and payable, notwithstanding anything contained in this mortgage or any law heretofore anacted; and Mortgagor shall not suffer by permit any such taxes on the said real estate to become or remain delinquent or permit any part thereof or any interest therein to be sold for any taxes or assessments; and further shall furnish annually to Mortgagee, prior to the date when they become delinquent certificates or receipts of the groper offices showing full payment of all such taxes and assessments.
  - 3. That the test estate and the improvements thereon shall be kept in good condition and no waste committed or permitted thereon.
- 4. That no building or other improvement on the real estate shall be structurally altered, removed or demolished, without the Mortgagee's prior written consent, nor shall any fixture or chattel covered by this mortgage and adapted to the proper use and enjoyment of the real estate be removed at any time without like consent unless actually replaced by an article of equal suitability owned by Mortgagor. In the event of any breach of this covenant the Mortgaget may, in addition to any other rights or remedies, at any time thereafter, declare the whole of the indebtedness(es) secured hereby immediately due and payable.
- 5. That Mortgagor agrees that the indebtedness(es) hereby secured shall at once become due and payable and this mortgage subject to foreclosure as provided for herein, at the option of holder hereof, when and 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 nonexistence of the debt, or any part thereof, or of the lien, on which such statement is based.
- 6. That Mortgagor shall comply with all statutes, ordinances, regulations and laws promulgated by any governmental entity asserting jurisdiction over the real epitate and any and all legal requirements shall be fully complied with by Mortgagor.
- 7. That if Mortgagor fails to insure the real estate as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued or assessed upon or against the real estate or the indebtedness(es) secured hereby, or any interest of Mortgages in either, or fails to pay immediately and discharge any, and all liens, debts, and/or charges which might become liens superior to the lien of this mortgage, Mortgages may, at its option, insure the real estate and/or pay said taxes, assessments, debts, liens and/or charges and any money which Mortgages shall have so paid shall constitute a debt to Mortgages additional to the indebtedness(es) secured hereby; shall be secured by this mortgage; shall bear the in-terest set out in the note hereinabove referred to from date paid or incurred; and, at the option of Mortgages, shall be immediately due and payable.
- 8. That Mortgagor agrees that no delay or failure of Mortgages to exercise any option to declare the maturity of any indebtedness(es) secured by this mortgage, shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either as to any past or present default, and laris further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except as evidenced in writing, signed by the Mortgagor and by the holder hereof; and the procurement of insurance or the payment of taxes or other liens, debts or charges by Mortgagoe shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness(es) hereby secured by reason of the failure of Mortgagor to procure such insurance or to pay such taxes, debts, liens or charges.
- 9. That if Mortgages shall be made a party to any suit involving the title to the real estate and employs an attorney to represent it therein, or if Mortgages employs an attorney to assist in settling or removing any cloud on the title to the real estate hereby conveyed that purports to be superior to the lien of this mortgage in any respect, Mortgager will pay to Mortgages, when the same becomes due, such attorney's fee as may be permitted by law and as may be reasonable for such services, and if such fee is paid or incurred by Mortgages the same shall be secured by the lien of this mortgage in addition to the indebtedness(as) secured hereby, and shall bear interest from the date it is paid or incurred at the rate set out in the note bereinabove referred to any intelligible at once due and payable.
- 10. That properties incurred by Mortgages, including attorney's fee, in compromising, adjusting or defending against lien claims or encumbrances sought to be fixed upon the real estate hereby conveyed, whether such claims or encumbrances be valid or not, shall become a part of the indebtedness(ss) hereby secured.
- .11. That Mortgagor agrees to pay a reasonable attorney's fee as may be permitted by law to Mortgagee should the Mortgagee employ an attorney to collect any include tedness (as) secured by this mortgage.
- 12. That hotwithstanding that the assignment of swards hereinabove referred to shall be deemed to be saif executing. Mortgagor, after the allowance of a condemnation claim or award, and the ascertainment of the amount due thereon, and the issuing of a warrant by the condemnor for the payment thereof, shall execute, at Mortgages's request, and forthwith deliver to Mortgages, a valid assignment in recordable form, assigning all of such condemnation claims, awards or damages to Mortgages, but not in excess of an amount sufficient to pay, satisfy and discharge the principal sum of this mortgage and any advances made by Mortgages as herein provided then remaining unpaid, with interest thereon at the rate specified herein, or in the note which this mortgage secures, to the date of payment, whether such remaining principal sum is then due or not by the terms of said note or of this mortgage...
- 13. That If Mortgagor shall make default in the payment of any of the indebtedness(as) hereby secured, or in the performance of any of the terms or conditions hereof. Mortgages may proceed to collect the rent, income and profits from the real estate, either with or without the appointment of a receiver; any rents, income and profits collected by Mortgages prior to foreclosure of this mortgage, less the cost of collecting the same, including any real estate commission or attorney's fee incurred, shall be credited first to advances with interest thereon, then to interest due on the principal indebtedness, and the remainder, if any, to the principal debt(s) hereby secured.
- 14. That it is further agreed that if Mortgagor shall fail to pay, or cause to be paid, the whole or any portion of the principal sum, or any installment of interest thereon, or any other indebtedness(es) the payment of which is hereby secured, as they or any of them mature, either by lapse of time or otherwise, in accordance with the agreements and covenants herein contained, or should default be made in the payment of any mechanic's lien, materialmen's lien, insurance premiums, taxes or assessments now, or which may hereafter be, levied against, or which may become a lien on, the real estate, or should default be made in any of the covenants, conditions and agreements herein contained, then and in that event the whole of said principal sum, with interest thereon, and all other indebtedness(es) secured hereby, shall, at the option of the then holder of said indebtedness(es), be and become immediately due and payable and the holder of the indebtedness(es) hereby secured shall have the right to enter upon and take possession of the real estate, and after, or without, taking such possession of the same, sell the mortgaged real estate at public outcry, in front of the courthouse door of the county wherein the real estate is located, to the highest bidder for cash, either in person or by auctioneer, after first giving notice of the time, place, and terms of such sale by publication once a week for three (3) successive weeks in some newspaper published in said county, and, upon the payment of the purchase money, the Mortgages or any person conducting said sale for it is authorized and empowered to execute to the purchaser at said sale a deed to the real estate so purchased in the name and on behalf of Mortgagor, and the certificate of the holder of the mortgage indebtedness, appointing said auctioneer to make such sale, shall be prima facie evidence of his authority in the real estate, or the equity of redemption from this mortgage may be foreclosed by suit in any court of competent jurisdiction as now provided by law in the case of past due mortgages, the Mortgages, or the then holder of the indebtedness(es) hereby secured, may bid at such sale and become the purchaser of the real estate if the highest bidder therefole. The proceeds of any such sale shall be applied (a) to the expenses incurred in making the sale and in all prior afforts to effect collection of the indebtedness(es) secured hereby, including a reasonable attorney's fee, or reasonable attorneys' fees, as permitted by law for such services as may be, or have been, necessary in any one or more of the foreclosure of this mortgage, of the collection of said indebtedness(es), and of the pursuit of any efforts theretofore directed to that end, including, but without limitation to, the defense of any proceedings instituted by the Mortgagor or anyone liable for said indebtedness(es) or interested in the mortgaged

il estate to prevent or delay, by any means, the exercise of said power of sale on the foreclosure of this mortgage; (b) to the payment of whetever m or slims Mortgagee may have paid out or become liable to pay, in carrying out the provisions of this mortgage, together with interest thereon; (d) the payment and patisfaction of said indebtedness(es) and interest thereon specifically referred to hereinshove to the day of sale and any other the payment and patisfaction of said indebtedness(es) and interest thereon specifically referred to hereinshove to the day of sale and any other the payment and patisfaction of said indebtedness(es) and interest thereon specifically referred to hereinshove to the day of sale and any other the payment and patisfaction of said indebtedness(es) secured by this mortgage; and (d) the balance, if any, shall be paid over to Mortgagor, or Mortgagor's successors or sesigns. In any ent, the purchaser under any foreclosure sale, as provided herein, shall be under no obligation to see to the proper application of the purchase money.

- 15. That in the event of the enactment of any law by the State of Alabama, after the date of this mortgage, deducting from the value of the real tate for the purpose of taxation any lien thereon, or imposing any liability upon Mortgages, in respect of the indebtedness(es) secured hereby, or langing in any way the laws now in force for the taxation of mortgages, or debts secured by mortgages, or the manner of collection of any such exes, so as to affect this mortgage. Mortgager shall pay any such obligation imposed on Mortgages thereby, and in the event Mortgager fails to pay ich obligation or is prohibited by law from making such payment, the whole of the principal sum secured by this mortgage, together with the interest thereon shall, at the option of Mortgages, without notice to any party, become immediately due and payable.
- 16. That should Mortgagor become insolvent or bankrupt; or should a receiver of Mortgagor's property be appointed; or should Mortgagor tentionally damage or attempt to remove any improvements upon said mortgaged real estate; or should it be discovered after the execution and alivery of this instrument that there is a defect in the title to or a lien or encumbrance of any nature on the real estate prior to the lien hereof; or in a second and arror or defect in the above described note or this instrument or in the execution or the acknowledgment thereof; or if a homesteed claim be at up to the real estate or any part thereof adverse to this mortgage and if the said Mortgagor shall fail for thirty (30) days after demand by the lortgages, or other holder or holders of said indebtedness(es), to correct such defects in the title or to remove any such lien or encumbrance or lortgages, or other holder or holders of said indebtedness(es), to correct such defects in the title or to remove any such lien or encumbrance or lortgages, or other holders of said indebtedness(es), to correct such defects in the title or to remove any such lien or encumbrance or lortgages.

omestead claim, or to correct any error in said note or this instrument or its execution, then, upon any such default, failure or contingency, the fortgages, or other holder or holders of said indebtedness(ss), or any part thereof, shall have the option or right, without notice or demand, to declare it of said indebtedness(ss) then remaining unpaid immediately due and payable, and may immediately or at any time thereafter foreclose this mortgage y the power of sale herein contained or by suit, as such Mortgages, or other holder or holders of said indebtedness(ss), may elect.

- 17. That no right, title or interest in or to the mortgaged real estate, or any part thereof, shall be sold, transferred, assigned, conveyed, mortgaged rendered by a lien at any time prior to the payment in full of the indebtedness(as) secured hereby without first obtaining the prior written consent and approval of Mortgages which consent and approval shall be within Mortgages's sole discretion; that in the event of any violation of this provision, not approval of the indebtedness(as) secured hereby, together with all interest thereon, shall become due and payable immediately at the approval of Mortgages without notice to Mortgagor, and shall be recoverable by Mortgages forthwith or at any time thereafter without stay of execution of other process and failure of Mortgagor to pay all monies to Mortgages secured by this mortgage shall be an act of default entitling Mortgages to oraclose this mortgage in accordance with the terms hereof.
- 18. That it is the intent of the Mortgagor and Mortgagee to secure any and all indebtedness(es) of said Mortgagor to Mortgagee, now existing or necessary arising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect, and this mortgage is intended and does recurs, not only the indebtedness hereinabove specifically referred to, but also any and all other debts, obligations and liabilities of said Mortgagor to liquidated, or any part thereof, at any time before raid Mortgagee, whether now existing or hereafter arising, and any and all extensions or renewals of same, or any part thereof, at any time before account, endorsement, guaranty agreement, pledge agreement, or otherwise; that it is expressly agreed that any indebtedness at any time secured hereby may be extended, rearranged or renewed and that any part of the security herein described may be waived or released without in secured hereby may be extended, rearranged or renewed and that any part of the security herein described may be waived or released without in snywise altering, varying or diminishing the force, affect or lien of this mortgage; and this mortgage shall continue as a first lien on all of the real estate and other property and rights covered hereby and not expressly released until all sums with interest and charges hereby secured are fully paid, and no other property and rights covered hereby and not expressly released until all sums with interest and charges hereby secured are fully paid, and no other property and rights covered hereby and not expressly released until all sums with interest and charges hereby secured are fully paid, and no other property and rights covered hereby and not expressly released until all sums with interest and charges hereby secured are fully paid, and no other property and rights covered hereby and not expressly released until all sums with interest and charges hereby secured are fully paid, and no other property and rights covered hereby and not expressly released until all
- 19. That Mortgagor agrees for itself and any and all persons or concerns claiming by, through or under Mortgagor, that if it or any one or more of them shall hold possession of the above described real estate or any part thereof subsequent to foreclosure hereunder, it or the parties so holding possession shall become and be considered as tenants at will of the purchaser or purchasers at such foreclosure sale; and any such tenant sale reasonable refusing to surrender possession upon demand shall be guilty of forcible detainer and shall be liable to such purchaser or purchasers for reasonable rental of the real estate, and shall be subject to exiction and removal, forcible or otherwise, with or without process of law, and all damages which may be sustained by any such tenant as a result thereof being hereby expressly waived.
- 20. That Mortgagor agrees to faithfully perform all the covenants of the lessor or landlord under present and future leases affecting the mortgaged real estate, and neither do nor neglect, nor permit to be done, anything which may diminish or impair their value, or the rents provided for therein, or the interest of the lessor or of the Mortgages therein or thereunder.
- 21. That Mortgagor shall furnish to Mortgagee within

  21. That Mortgagor shall furnish to Mortgagee within

  21. That Mortgagor, such financial records as the holder of this mortgage may require including, but not limited to, an annual statement of the operation of the of Mortgagor, such financial records as the holder of this mortgage may require including, but not limited to, an annual statement of the operation of the operati
- 22. That if the indebtedness evidenced by the note specifically referred to hereinabove is being advanced by Mortgages to Mortgagor under the terms and provisions and in accordance with a loan agreement or construction loan agreement ("agreement"), the terms and provisions agreement are hereby incorporated by reference as part of this mortgage as if fully set out herein, and any default in the performance of the provisions thereof, or any contract or agreement between Mortgagor and Mortgages, shall constitute a default hereunder entitling Mortgages to exercise the thereof, or any contract or agreement between Mortgagor and Mortgages, shall constitute a default hereunder entitling Mortgages to exercise the remedies provided herein, including the right to foreclose this mortgage in accordance with the terms hereof; that each FUTURE ADVANCE advanced by Mortgages to Mortgagor is being advanced in accordance with an agreement dated. Aug., 29, 1995
- 23. That in the event this mortgage is second and subordinate to any prior mortgage(s) and in the event the Mortgagor should fail to make any payments which become due on said prior mortgage(s), or should default in any of the other terms, provisions and conditions of said prior mortgage(s) payments which become due on said prior mortgage(s) shall constitute an event of default under the terms and provisions of this mortgage, and the occur, then such default under the prior mortgage(s) shall constitute an event of default under the terms and provisions of this mortgage, and the occur, then such default under the prior mortgage(s) shall constitute an event of default under the terms and provisions and if the terms and provisions and provisions and payable and if the terms and provisions and payable and if the terms and provisions and conditions are the said prior mortgage(s), and all such amounts so expended by the connection with the said prior mortgage(s), in order to prevent the foreclosure of said prior mortgage(s), and all such amounts so expended by the connection with the said prior mortgage(s), in order to prevent the foreclosure of said prior mortgage(s), and all such amounts so expended by the within Mortgages on behalf of said Mortgagor shall become a debt to the Mortgages and shall be secured by this mortgage and shall be at once due the date of payment at the maximum legal rate of interest from time to time permitted by the laws of the State of Alabama, and shall be at once due the date of payment at the maximum legal rate of interest from time to time permitted by the laws of the State of Alabama, and shall be at once due the date of payment at the maximum legal rate of interest from time to time permitted by the laws of the State of Alabama, and shall be at once due the date of payment at the maximum legal rate of interest from time to time permitted by the laws of the State of Alabama.
- 24. That provided always that if Mortgagor pays the indebtedness(es) secured by this mortgage, and reimburses Mortgagee, its subcessors and assigns, for any amount it may have expended pursuant to the authorization of this mortgage, including without limitation, sums spent in payment of assigns, for any amount it may have expended pursuant to the authorization of this mortgage, including without limitation, sums spent in payment of assigns, for any amount it may have expended pursuant to the authorization of this mortgage, including without limitation, sums spent in payment of assigns, for any amount it may have expended pursuant to the authorization of this mortgage, and reimburses Mortgagee, its suipcessors and assigns, for any amount it may have expended pursuant to the authorization of this mortgage, including without limitation, sums spent in payment of assigns, for any amount it may have expended pursuant to the authorization of this mortgage, including without limitation, sums spent in payment of assigns, for any amount it may have expended pursuant to the authorization of this mortgage, including without limitation, sums spent in payment of assigns, for any amount it may have expended pursuant to the authorization of this mortgage, including without limitation, sums spent in payment of the authorization of this mortgage, and reimburses Mortgage, its adjocution of the authorization of this mortgage, and reimburses Mortgage, its adjocution of this mortgage, including without limitation, sums spent in payment of the authorization of this mortgage, including without limitation, sums spent in payment of the authorization of the authoriza
- 25. That any promise made by Mortgagor herein to pay money may be enforced by a suit at law, and the security of this mortgage shall not be waived thereby, and as to such debts the Mortgagor waives all rights of exemption under the laws and Constitution of the State of Alabama and agrees to pay as permitted by law a reasonable attorney's fee for the collection thereof.
- 28. That no delay or fallure of Mortgages to exercise any option herein given or reserved shall constitute a waiver of such option or estop Mortgages from afterwards exercising same or any other option at any time, and the payment, or contracting to pay, by Mortgages of anything Mortgagor has herein agreed to pay shall not constitute a waiver of default of Mortgagor in failing to make said payments and shall not estop Mortgages from foreclosing this mortgage on account of such failure of Mortgagor.
- 27. That wherever and whenever in this mortgage it shall be required or permitted that notice or demand be given or served by any party, such notice or demand shall be given or served, and shall not be deemed to have been given or served unless in writing and forwarded by registered or certified mall, return receipt requested, addressed as follows:

To Mortgagor:	BUCK CREEK CONSTRUCTION LLC	
	P O BOX 778	
	HELENA, AL 35080	
To Mortgages:	Colonial Bank	•
	-4.4	

29. That the unenforceability or invalidity of any provision contained unenforceable or invalid. All rights or remedies of forovided by law.	or provisions of this mortgage shall not render any other provision or pro Mortgages hersunder are cumulative and not alternative, and are in add	ivisions herein lition to those
IN WITNESS WHEREOF, the undersigned (has) (have) set (its)	) (his) (her) (their) hand(s) and seal(s), on the day and year first above writ	ten.
WITNESSES:		
	BUCK CREEK CONSTRUCTION LLC	(SEAL)
	— 11 /1 /1 ·	(SEAL)
Portugh Mel	BY: Nus Williams ITS: MANAGER	(SEAt)
		(SEAL)
_HB/wp		
•	•	
•		
STATE OF A. BAMA		
COUNTY	• •	
t, the under⊪igned, a Notary Public in and for said County, in	n said State, hereby certify that	
whose name; (is) (are) signed to the foregoing conveyance an of the contert of the conveyance, (he) (sha) (they) executed th	nd who (is) (are) known to me, acknowledged before me on this day that, he same voluntarily on the day the same bears date.	being informed
Given under my hand and official seal this the	day of	, 19
	Notary Public	
STATE OF ALABAMA		
JEFFERSON COUNTY )		
I, the undo ⊣ighed, a Notary Public in and for said County, in	in said State, hereby certify that CHRIS WILLIAMS	
whose name in MANAGER of BUCK CR	REEK CONSTRUCTION, LLC.  is signed on this day that, being informed of the contents of the conveyance, he,	d to the forego as such office
Given unor my hand and official seal this the	29TH OV O AUGUST	. 19 96
	NOTETY PUBLIC MY COMMISSION EXPINES JULY 7, 1986	
This instrument accounts but DET.TOTA DETIN	inst # 1996-30208	
This instrument prepared by: FELICIA REDD		
PO BOX 1887 BIRMINGHAM, AL 35201	09/13/1996-30208 OB:47 AM CERTIFIED SHELBY COUNTY JURGE OF PROBATE 004 HCD 155.50	

29831L4 (950 \* Page 4 of 4 pages

28. That lingular or plural words used herein to designate the Mortgagor shall be construed to refer to the maker of this mortgage, and all

covenants and agreements herein contained shall bind the successors and assigns of the Mortgagor, and every option, right and privilege herein