

This instrument was prepared by

(Name) Clayton T. Sweeney, Attorney at Law

2700 Highway 280 East Suite 290 E

(Address) Birmingham, AL 35223

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

ACTON HOMES, INC., an Alabama Corporation

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Cornerstone Building Company, Inc.

(hereinafter called "Mortgagee", whether one or more), in the sum

of Thirty Five Thousand and NO/100-----

(\$ 35,000.00

) evidenced by

one Promissory Note dated July 31, 1996, a copy of which is attached hereto and made a part hereof as Exhibit "A".

Dollars

Inst 1996-42684

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, Acton Homes, Inc.

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Parcel I:

Lot 13, according to the Survey of Greystone, 7th Sector, as recorded in Map Book 20, Page 50, in the Probate Office of Shelby County, Alabama.

Parcel II:

Lot 13, according to the Survey of Greystone, 4th Sector, as recorded in Map Book 16, Page 89, A, B & C, in the Probate Office of Shelby County, Alabama.

Subject to current taxes, existing easements, restrictions, rights of way, limitations of record and mortgage to First National Bank of Shelby County.

Inst # 1996-42684

12/31/1996-42684  
08:36 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
CDB MCD 66.00

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, 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 or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees 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 assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or 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 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, agents or assigns, 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, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the 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 then be necessary to expend, in paying insurance, taxes, or other incumbrances, 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 balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Acton Homes, Inc.  
have hereunto set its signature and seal, this 27th day of September, 19 96  
Acton Homes, Inc. (SEAL)  
Danny F. Acton (SEAL)  
Danny F. Acton, President (SEAL)  
(SEAL)

THE STATE of ALABAMA  
JEFFERSON COUNTY }  
I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that  
whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day,  
that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal this day of 19  
Notary Public.

THE STATE of Alabama  
Jefferson COUNTY }  
I, the undersigned Danny F. Acton, a Notary Public in and for said County, in said State,  
hereby certify that  
whose name as President of Acton Homes, Inc.  
a corporation, 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 such conveyance, he, as such officer and with full authority, executed the same voluntarily  
for and as the act of said corporation.  
Given under my hand and official seal, this the 27th day of September, 19 96  
Notary Public  
My Commission Expires: 5/29/99

Return to:

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA  
600 20TH STREET NORTH  
BIRMINGHAM, ALABAMA 35203-2693  
(205) 251-2871

LT006

Exhibit "A"

## REAL ESTATE MORTGAGE NOTE

\$ 35,000.00

Birmingham, Alabama, July 31, 1996

The undersigned, for value received, promise to pay to the order of Cornerstone Building Company, Inc.

the sum of Thirty Five Thousand and NO/100----- Dollars,

together with interest upon the unpaid portion thereof from date at the rate of -0- per cent per annum, ~~XXXXXX~~

~~XXXXXX~~ See payment schedule below ----- Dollars,

~~payable on the~~ day of each month after date commencing See payment schedule below

until said sum is paid in full, payable at 2232 Cahaba Valley Drive, Birmingham, Alabama, or at such other place or places as the owner or holder hereof may from time to time designate. All payments shall be applied first to interest on the unpaid balance of principal, and the balance to principal. Each of said installments shall bear interest at 0% per annum after maturity.

This note is secured by mortgage on real estate, executed to the payee herein. In the event of default under the terms of said mortgage, or in the event any installment shall remain unpaid for as much as ten days after the same become due, the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and payable.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note.

### Payment Schedule:

- 1) \$20,000.00 upon the sale and closing of 8026 Greystone Green, more particularly described as Lot 13, according to the Survey of Greystone, 7th Sector, as recorded in Map Book 20, Page 50, in the Probate Office of Shelby County, Alabama.
  - 2) \$15,000.00 upon the sale and closing of 5068 Greystone Way, more particularly described as Lot 13, according to the Survey of Greystone, 4th Sector, as recorded in Map Book 16, Page 89 A, B & C, in the Probate Office of Shelby County, Alabama.
- This note is given, executed and delivered under the seal of the undersigned.

Acton Homes, Inc. (L.S.)

BY: Danny F. Acton (L.S.)

Danny F. Acton, President  
Inst # 1996-42684

Danny F. Acton (L.S.)

Danny F. Acton, Individually as Surety

12/31/1996-42684

08:36 AM CERTIFIED (L.S.)

SHELBY COUNTY JUDGE OF PROBATE

003 HCD

66.00