

This instrument was prepared by

(Name) Clayton T. Sweeney

(Address) 2700 Hwy 280 East, Suite 290E, Birmingham, AL 35223

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Leonard D. Griffin, and wife, Tammy Lamb Griffin

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

Spratlin Construction Co., Inc.

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

of Twenty Seven Thousand and 00/100----- Dollars
(\$ 27,000.00), evidenced by one promissory note of even date which is attached here
and made a part of.

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, Leonard D. Griffin, and wife,
Tammy Lamb Griffin

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:

Lot 35A, according to the Resurvey of Lot 35, of Yellowleaf Ridge Estates, as recorded
in Map Book 22, Page 118, in the Probate Office of Shelby County, Alabama.

This is a second mortgage and it is second, junior and subordinate to that certain
mortgage in favor of Magnolia Federal Bank for Savings dated the 11th day of August,
1997, in the amount of \$121,200.00 which is being recorded simultaneously herewith.

Inst # 1997-25970

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SHELBY COUNTY JUDGE OF PROBATE
003 HCD 54.00

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

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CLAYTON T. SWEENEY, ATTORNEY AT LAW

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, Leonard D. Griffin, and wife, Tammy Lamb Griffin have hereunto set their signature and seal, this 11th day of August, 1997

Leonard D. Griffin (SEAL)
Tammy Lamb Griffin (SEAL)

THE STATE of Alabama }
Jefferson COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Leonard D. Griffin and Tammy Lamb Griffin whose name are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of August, 1997

Notary Public.

THE STATE of }
COUNTY }

I, a Notary Public in and for said County, in said State, hereby certify that whose name as of 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 day of , 19

Notary Public

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

LTO06

BIRMINGHAM, ALA. August 11

19 97

\$ 27,000.00

(90) Ninety days after date, the undersigned promise(s) to pay to the order of Spratlin Construction Co., Inc.

Twenty Seven Thousand and 00/100----- Dollars.

for value received with 8.750 interest per annum from date until paid in full.

Payable at Birmingham, Alabama, or such other place as designated by payee.

The parties to this instrument whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights of exemption of property under the Constitution and Laws of Alabama, or any other State, and they each severally agree to pay all cost of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by or any attorney consulted with reference to, suit or otherwise. Each maker, endorser, surety and guarantor hereof severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold him, and severally agrees that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent of such action, without release of liability as to any such party. In the event of the death of, insolvency of, general assignment by, judgment against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment in a suit or action against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the indebtedness evidenced hereby shall immediately become due and payable with interest to date or if interest has been prepaid, with unearned interest credited as the case may be, unless the payee shall on notice of such event elect to waive such acceleration by written notation hereon. This note is executed under the seal of the undersigned.

Leonard D. Griffin (L. S.)
Leonard D. Griffin
Lanny Lamb Griffin (L. S.)
Lanny Lamb Griffin

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