

STATE OF ALABAMA)
SHELBY COUNTY)

MORTGAGE DEED

original

KNOW ALL MEN BY THESE PRESENTS: That whereas, CARTER HOMES & DEVELOPMENT, INC., (hereinafter called "Mortgagor", whether one or more) are justly indebted to SHERMAN HOLLAND, JR., (hereinafter called "Mortgagee", whether one or more), in the sum of ONE HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED THIRTY-FIVE AND 00/100 (\$187,835.00) DOLLARS, evidenced by one real estate mortgage note bearing date of November 30, 1999, and payable according to the terms and conditions contained in said note.

And Whereas, Mortgagor 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 Mortgagor, CARTER HOMES & DEVELOPMENT, 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:

Lot 4, 5 and 6, according to the survey of Keystone Commercial Complex, as recorded in Map Book 21, Page 62, in the Probate Office of Shelby County, Alabama.

Subject to: 1. General and special taxes or assessments for 1999 and subsequent years not yet due and payable. 2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 303, Page 226. 3. Right of Way granted to Alabama Power Company by instruments recorded in Deed Book 102, Page 204; Deed Book 170, Page 245; Deed Book 172, Page 426. 4. Less and except any part of subject property lying within the right of way of a public road. 5. Right of Way to Shelby County as recorded in Deed Book 167, Page 357. 6. An easement of unknown width along the Easterly lot line as shown on recorded map.

THIS IS A PURCHASE MONEY FIRST MORTGAGE GIVEN TO SECURE THE REMAINDER OF THE PURCHASE PRICE ON THE HEREINABOVE DESCRIBED REAL ESTATE.

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

To Have And To Hold the above granted property unto 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 on the 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 shall fail

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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 the cost of collecting same; all amounts so expended by said mortgagee for taxes or assessments, 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 pay the indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, insurance or assessments, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by 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 encumbrance 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 first 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 encumbrances, 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 the sale; and Fourth, the balance, if any, to be turned over to the mortgagor and the undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and the 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 CARTER HOMES & DEVELOPMENT, INC., by and through Kenneth Carter, Its President, who is duly authorized, has hereunto set its signature and seal, this 30th day of November, 1999.

Carter Homes & Development, Inc.

By X 
Kenneth Carter, Its President

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kenneth Carter, whose name as

President of Carter Homes & Development, 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 the 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 30th day of November, 1999.

MY COMMISSION EXPIRES:

7/29/2002

John Burdette Bates
Notary Public

This instrument was prepared by:

John Burdette Bates, Attorney at Law
#10 Office Park Circle, Suite 122
Birmingham, Alabama 35223

Inst # 1999-50508

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SHELBY COUNTY JUDGE OF PROBATE
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