

This instrument was prepared by Peggy Johnston

(Name) First Federal Savings Bank

(Address) 1630 4th Avenue North
Bessemer, AL 35020

MORTGAGE
STATE OF AL

Shelby COUNTY }
EMCO Contracting & Associates ,an Alabama Corporation

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to First Federal Savings Bank
(hereinafter called "Mortgagee", whether one or more), in the sum of
Twenty Thousand and 00/100 Dollars (\$ 20,000.00),
evidenced by Promissory note of even date herewith and payable in the manner provided in said note.

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, EMCO Contracting & Associates ,an Alabama Corporation
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 AL, to-wit;

SEE ATTACHED EXHIBIT " A " FOR COMPLETE LEGAL DESCRIPTION

Inst. # 2000-25998

08/08/2000-25998
08:41 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
JES WMS 48.50

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.

STONE, PATTON, KIERCE & FREEMAN
POST OFFICE BOX 237
BESSEMER, ALABAMA 35021

IN WITNESS WHEREOF the undersigned EMCO Contracting & Associates, an Alabama Corporation

have hereunto set his signature(s) and seal, this 24th day of July, 2000.

EMCO Contracting & Assoc, (SEAL)
EMCO Contracting & Associates

Paul McKenzie, President (SEAL)
By: Paul McKenzie, 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
PAUL MCKENZIE

whose name as PRESIDENT of EMCO CONTRACTING & ASSOCIATES
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 24th day of July, 2000.

Rachelle Karr Rosen Notary Public
1-9-01

EXHIBIT "A"

Part of the NE 1/4 of the NE 1/4 of Section 22, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Northeast corner of said 1/4-1/4 section, run in a Southerly direction along the East line of said 1/4-1/4 section for a distance of 41.62 feet, more or less, to an existing iron pin being on the South right of way of Shelby County Highway 12; thence turn right at an angle of 90 degrees following the South right of way of Shelby County Highway 12 in a Westerly direction for a distance of 172.05 feet, more or less, to an existing iron pin being the point of beginning; thence continue along the last mentioned course following the South right of way of Shelby County Highway 12 for a distance of 760.0 feet to the Northeast corner of Lot 1, Block 2, Meadowview, First Sector Addition, as recorded in Map Book 6, Page 48, in the Judge of Probate Office, Shelby County, AL; thence turn left at an angle of 90 degrees and run in a Southerly direction a distance of 100.00 feet; thence turn left at an angle of 90 degrees and run in an Easterly direction a distance of 760.00 feet, more or less, to the Northeast corner of Lot 16, Block 3, Meadowview, First Sector Addition; thence turn left at an angle of 90.00 degrees and run Northerly a distance of 100.00 feet, more or less, to the point of beginning.

Description of Property in mortgage from EMC0 Contracting & Associates, an Alabama Corporation, to First Federal Savings Bank, dated July 24, 2000.

Inst # 2000-25998

08/03/2000-25998

08:41 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 MMS 43.50