

This instrument prepared by :
John Hollis Jackson, Jr.
Attorney at Law
P. O. Box 1818
Clanton, Alabama 35046

MORTGAGE

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That, whereas, the undersigned mortgagor, Wayne Dutton Construction, Inc., a corporation, is justly indebted to William Langston (mortgagee), in the sum of One Hundred Fifty Thousand and no/100 (\$150,000.00) Dollars as evidenced by its promissory waive note bearing even date with this instrument, and due and payable in accord with the terms and provisions of said promissory waive note. And being desirous of securing the punctual payment of said note at maturity, said mortgagor has this day granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said mortgagee, his heirs and assigns, the following described property, situated in Shelby County, and State of Alabama, to-wit:

Lots 23 and 24, according to the survey of Willow Cove, Phase 2, as recorded in Map Book 24, Page 49 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD, all of the above described property, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the same, to the said mortgagee, his heirs and assigns forever.

Now, the conditions of the above conveyances are such that if said mortgagor pays or causes to be paid the hereinbefore described note when the same falls due, then this conveyance is to cease and to be void; but should said mortgagor make default in the payment of said note in whole or in part at maturity, then the said mortgagee, his heirs or assigns, his agent or attorney, may take possession of said property and with or without possession, sell the same either on the

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premises or at the courthouse door of said county, at public outcry, to the highest bidder for cash, after having given twenty-one days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, and apply the proceeds of such sale as follows: First, to the payment of all the costs and expenses incident to such sale and conveyances, including a reasonable attorney's fee. Second, to the payment of what may be due on the hereinbefore described note, and the surplus, if any, to be turned over to said mortgagor or its legal representatives.

And in the event of sale of any of the hereinbefore described property, or any part thereof under the power of sale herein contained, the said mortgagee, his heirs or assigns, may be bidders for and purchasers of said property or any part thereof and in the event of any purchase by the said mortgagee or his agents or assigns, at such sale, the agent or attorney making the sale is hereby authorized and empowered to execute to them a property conveyance for the lands so purchased. And said mortgagor will for its successors and assigns, covenant with the said mortgagee, his heirs and assigns, that it will warrant the titles so made, and forever defend them in the quiet and peaceful possession of the same, against the lawful claims of all persons whomsoever, and said mortgagor agrees to pay all taxes or assessments, when imposed legally on said property, within thirty days after the same becomes delinquent.

IN WITNESS WHEREOF, Wayne Dutton Construction, Inc., by Wayne Dutton, its President, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 22 day of September, 2000.

WAYNE DUTTON CONSTRUCTION, INC.,
a corporation

BY: Wayne Dutton
President

STATE OF ALABAMA

CHILTON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Wayne Dutton, whose name as President of Wayne Dutton Construction, Inc.,

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 the 22 day of September, 2000.

Jammy S. Snman
Notary Public

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