

This instrument was prepared by

(Name) First Federal Savings Bank

(Address) 1630 4th Avenue North

Bessemer, AL 35020

**MORTGAGE**

**STATE OF AL**

**Shelby**

**COUNTY**

}

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

**Emco Contracting & Associates, an Alabama Corporation**

(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

**Three Hundred Thousand and 00/100**

Dollars (\$ **300,000.00**).

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 (Anderson Parcels)**

**SEE ATTACHED EXHIBIT "B" FOR COMPLETE LEGAL DESCRIPTION (Hill Parcels)**

**SEE ATTACHED EXHIBIT "C" FOR COMPLETE LEGAL DESCRIPTION (Donahoo Parcel)**

Subject property is not the homestead of Mortgagor.

This is a purchase money mortgage.

Inst # 2000-35943

10/16/2000-35943  
10:32 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CJI

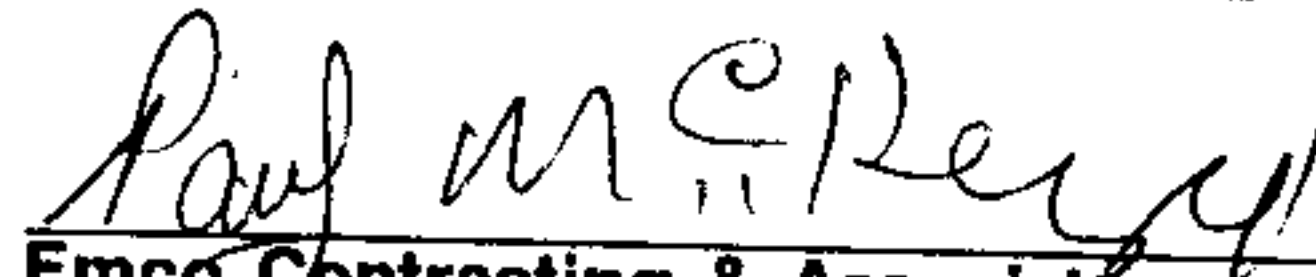
Said property is warranted free from all incumbrances and against any adverse claims, except as above.

**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

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

have hereunto set its signature(s) and seal, this 12th day of October, 2000.



**Emco Contracting & Associates**

BY: Paul McKenzie, President

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of  
SHELBY

ALABAMA  
COUNTY }

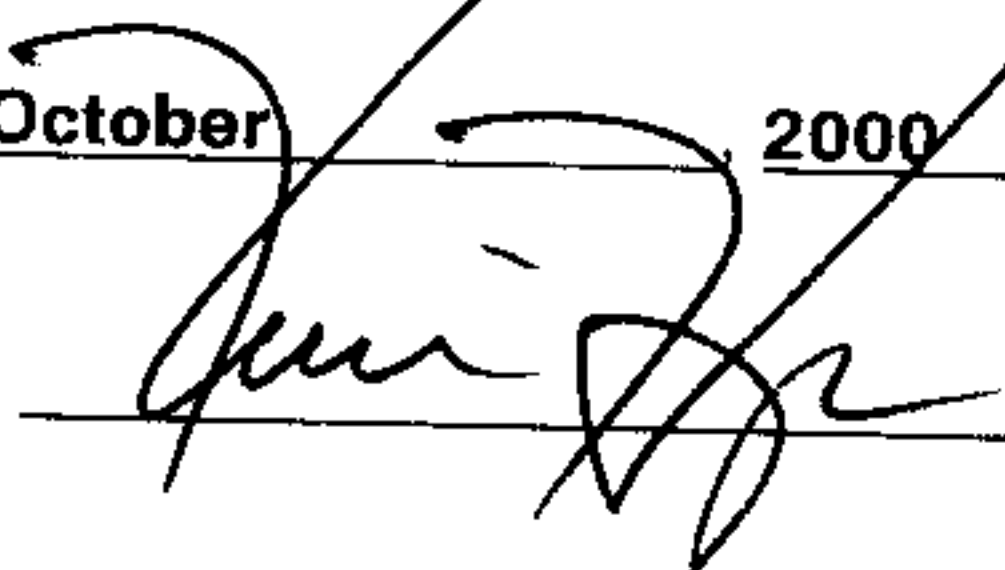
I, Kevin Hays

Paul McKenzie, President of EMCO Contracting & Associates,  
an Alabama Corporation

whose name as President of (see above)

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 12th day of October, 2000.



Notary Public

Commission Expires: 11/15/2000

EXHIBIT "A"  
Legal Description- ANDERSON Parcels

**Parcel I**

From the northeast corner of the South half of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 26, Township 20 South, Range 3 West run westerly along the north boundary line of said South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 26, Township 20 South, Range 3 West for 210.0 feet to the point of beginning of the land herein described; thence continue westerly along last said course for 65.78 feet; thence turn an angle of 91 degrees 10 minutes to the left and run southerly 210.0 feet; thence turn an angle of 88 degrees 50 minutes to the left and run easterly 65.78 feet; thence turn an angle of 91 degrees 10 minutes to the left and run northerly 210.0 feet to the point of beginning.

**Parcel II**

From the southeast corner of the South half on the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 26, Township 20 South, Range 3 West run northerly along the east boundary line of said South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 26 for 210.0 feet to the point of beginning of the land herein described; thence continue northerly along last said course for 242.07 feet; thence turn and angle of 88 degrees 50 minutes to the left and run westerly 275.78 feet; thence turn an angle of 85 degrees 55  $\frac{1}{2}$  minutes to the left and run southwesterly 242.63 feet; thence turn an angle of 94 degrees 04  $\frac{1}{2}$  minutes to the left and run easterly 297.95 feet to the point of beginning.

**Parcel III**

Commence at the Southeast corner of the NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 26, Township 20, Range 3 West; thence run along the South line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section a distance of 580.41 feet to the point of beginning; thence turn right 97 degrees, 04 minutes, 25 seconds and run North a distance of 454.93 feet to a point; thence turn right 82 degrees, 55 minutes, 03 seconds and run East a distance of 140.66 feet to a point; thence turn right 100 degrees, 52 minutes, 38 seconds and run in a Southerly direction a distance of 459.74 feet; thence West 110 feet to Point of Beginning.

EXHIBIT "B"  
Legal Description- HILL Parcels

**PARCEL I:**

Commence at the Southeast corner of the Northwest  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  of Section 26, Township 20, Range 3 West; thence run along the South line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section a distance of 210 feet to the point of beginning; thence continue along said line a distance of 260.41 feet to a point; thence turn right 100 degrees 52 minutes 06 seconds and run in a Northerly direction 459.74 feet; thence turn right 79 degrees 07 minutes 22 seconds and run Easterly a distance of 99.43 feet to a point; thence turn right 94 degrees 07 minutes 40 seconds and run in a Southerly direction a distance of 242.05 feet to a point; thence turn left 94 degrees 04 minutes 30 seconds and run East a distance of 87.41 feet to a point; thence turn right 88 degrees 47 minutes 22 seconds and run South a distance of 210 feet to the point of beginning.

**PARCEL II:**

Commence at the Southeast corner of the NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 26, Township 20, Range 3 West; thence run along the south line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section a distance of 580.41 feet to the point of beginning of the property herein conveyed; thence continue along last described course a distance of 110 feet to a point; thence turn right 93 degrees, 10 minutes, 56 seconds and run north a distance of 452.14 feet to a point; thence turn right 86 degrees, 48 minutes, 32 seconds and run east a distance of 140.92 feet to a point; thence turn right 97 degrees, 04 minutes, 57 seconds and run south a distance of 454.93 feet to the point of beginning.



EXHIBIT "C"  
Legal Description- DONAHOO Parcel

Commence at the Southeast corner of the NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 26, Township 20, Range 3 West, thence run along the south line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section a distance of 690.41 feet to the point of beginning; thence continue 108.73 feet to a point; thence turn right 80 degrees, and run North a distance of 451.49 feet to a point; thence turn right 90 degrees, 59 minutes, 28 seconds and run East a distance of 141.71 feet to a point; thence turn right 93 degrees, 11 minutes, 28 seconds and run South a distance of 452.14 feet to the point of beginning.

Inst # 2000-35943

10/16/2000-35943  
10:32 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CJ1 470.00