

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, EMCO CONTRACTING & ASSOCIATES, AN ALABAMA CORPORATION, (hereinafter called "Mortgagor"), is justly indebted to ROBERT E. PADEN, EXECUTOR OF THE ESTATES OF LUTHER CLAUDE BOYD, DECEASED AND CARL EVANS BOYD, DECEASED (hereinafter called "Mortgagees"), in the sum of THIRTY THOUSAND DOLLARS AND 00/100 (\$30,000.00), evidenced by one Promissory Note, of even date herewith, due and payable in accordance with the terms and conditions of said Note and/or any renewal or extension thereof.

AND WHEREAS, Mortgagors agree, 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, 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, Alabama, to-wit:

SEE ATTACHED "EXHIBITS A, B & C"

This mortgage is second and subservient to that certain mortgage to FIRST FEDERAL SAVINGS BANK dated October 12, 2000 and filed for record in Instrument #2000/35943, on October 16, 2000, in the Office of the Judge of Probate of Shelby County, Alabama.

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 the said Mortgagee, Mortgagee's successors, heir and assigns forever, and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes and 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 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

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insurance shall become a debt hereby specifically 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 Mortgagors pay said indebtedness and reimburse said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments and insurance, and interest thereon, then this conveyance shall be null and void; but should any of the following conditions occur: (a) a default in the terms and conditions of the real estate mortgage note secured by this conveyance; (b) a default in any of the terms of the Promissory Note of even date; (c) a default in any other documents in connection with any other loan to the Maker from Payee; (d) any default be made in the payment of the indebtedness or any sum expended by the said Mortgagee or assigns, or should indebtedness remain unpaid at maturity; or (e) 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 shall 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 (21) days' notice, by publishing once a week for three (3) 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 Courthouse 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 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.

Notwithstanding any of the provisions hereinabove setout, the parties agree that mortgagee shall have the privilege of demanding full payment of indebtedness by giving mortgagors 60 days written notice of demand for payment.

IN WITNESS WHEREOF, the undersigned has hereunto set his signature and seal, this the 26th day of OCTOBER, 2000.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS DOCUMENT BEFORE SIGNING IT.

EMCO CONTRACTING & ASSOCIATES

Paul McKenzie (Seal)
Paul McKenzie, President

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**, 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 **PRESIDENT**, and with full authority, executed the same voluntarily for said corporation.

Given under my hand and official seal this the 26TH day of OCTOBER, 2000.

Sherry Forster
Notary Public
My commission expires: 9/10/01

PREPARED BY:
ROBERT E. PADEN
PADEN & PADEN, ATTORNEYS
1722 - 2ND AVENUE NORTH
BESSEMER, ALABAMA 35020

EXHIBIT "A"

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"

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"

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.

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