

This form furnished by: **Cahaba Title, Inc.**

Eastern Office  
(205) 833-1571  
FAX 833-1577

Riverchase Office  
(205) 988-5600  
FAX 988-5905

This instrument was prepared by:  
(Name) Courtney Mason & Associates, P.C.  
(Address) 1904 Indian Lake Drive, Suite 100  
Birmingham, Alabama 35244

**MORTGAGE**

**STATE OF ALABAMA**

Shelby

**COUNTY** }

**KNOW ALL MEN BY THESE PRESENTS:** That Whereas,

Brantley Homes, Inc., a corporation  
(hereinafter called "Mortgagors", whether one or more) are justly indebted to

Ready Mix USA, Inc.

(hereinafter called "Mortgagee", whether one or more), in the sum  
Dollars

of Forty Thousand and NO/100ths  
(\$ 40,000.00 ) evidenced by open account.

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,

Brantley Homes, Inc., a 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 Alabama, to wit:

Lot 13, according to the Survey of Oakcrest, Sector One, as recorded in  
Map Book 20 page 128 in the Probate Office of Shelby County, Alabama.

Inst # 2000-41859

12/05/2000-41859  
03:48 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MMB 74.00

Property Address: 105 Highcrest Road, Pelham, Alabama 35124

**THE PREPARER OF THIS DOCUMENT HAS NOT  
EXAMINED TITLE TO THE PROPERTY DESCRIBED  
HEREIN AND MAKES NO CERTIFICATION AS TO TITLE.**

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 sums 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 the 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 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, for 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.

IN WITNESS WHEREOF the undersigned **Brantley Homes, Inc.**

have hereunto set its signature and seal, this 30<sup>th</sup> day of November, 2000.

Brantley Homes, Inc. (SEAL)  
By: Bill Brantley (SEAL)  
Bill Brantley, 2000-41859 (SEAL)  
President (SEAL)

THE STATE of Alabama  
Shelby COUNTY }

12/05/2000-41859  
03:48 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MMB 74.00

I, Susan Russell Warnock  
hereby certify that Bill Brantley

a Notary Public in and for said County, in said state.

whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day, that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal this 30<sup>th</sup> day of November, 2000

Susan Russell Warnock Notary Public

THE STATE of Alabama  
Shelby COUNTY }

I, the undersigned a Notary Public in and for said county, in said State,  
hereby certify that Bill Brantley

whose name as President of Brantley Homes, 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 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 30<sup>th</sup> day of November, 2000.

Susan Russell Warnock Notary Public

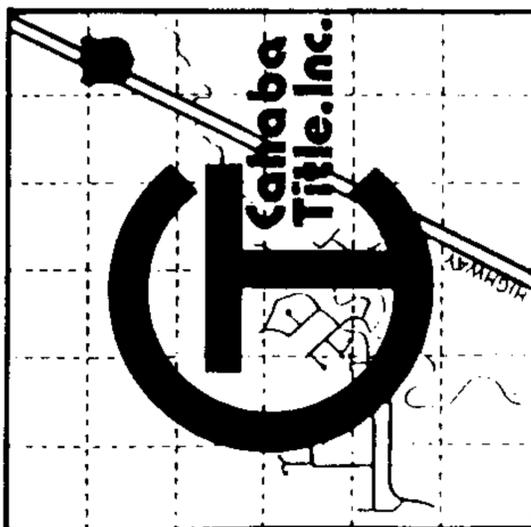
MY COMMISSION EXPIRES JULY 30, 2001

Return to:

TO

MORTGAGE

STATE OF ALABAMA  
COUNTY OF



Recording Fee \$  
Deed Tax \$

This form furnished by

**Cahaba Title, Inc.**

RIVERCHASE OFFICE

1900 Indian Lake Drive  
Birmingham, Alabama 35244  
(205) 988-5600

EASTERN OFFICE

1100 East Park Drive, Suite 302  
Birmingham, Alabama 35235  
(205) 833-1571