

This instrument was prepared by Cathy Ackerman

(Name) First Federal Savings Bank

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

MORTGAGE

STATE OF AL

Shelby COUNTY }
Powell Builders, Inc. ,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
One Million and 00/100 Dollars (\$ **1,000,000.00**),
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, **Powell Builders, Inc. ,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

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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 **Powell Builders, Inc.**, an Alabama Corporation

have hereunto set _____ signature(s) and seal, this 21st day of December, 2001.

John T. Powell (PRES) (SEAL)
Powell Builders, Inc.

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA

Jefferson COUNTY }

I, the Undersigned Authority, a Notary Public in and for said County, in said State, hereby certify that
John T. Powell

whose name as President of Powell Builders, 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 the 21st day of December, 2001.

Anthony N. Allen, Notary Public

**FIRST FEDERAL SAVINGS BANK
CONSTRUCTION LOAN RIDER**

This Construction Loan Rider is made this 21st day of December, 2001 and is incorporated into and shall be deemed to amend and supplement the Mortgage from the undersigned (the "Borrower") to **First Federal Savings Bank** (the "Lender") of even date herewith by the following respects:

A. Open-End Provision

The Mortgage shall secure any loan advances made by the Lender after this Mortgage is delivered for record to the extent that the total unpaid indebtedness, exclusive of interest thereon, does not exceed the maximum amount of unpaid loan indebtedness which may be outstanding at any time, which is \$ 1,000,000.00. In addition, the Mortgage shall also secure advances made to protect the security as provided in Paragraph 23 of the Mortgage.

B. Loan Agreement

The Mortgage is given to secure repayment of advances made pursuant to a construction loan agreement between the Borrower and the Lender of even date herewith (the "Loan Agreement") and the Borrower agrees that the advances secured hereby may be paid out by the Lender as provided in the Loan Agreement. Until complete disbursement of proceeds to be advanced under the Loan Agreement, the Borrower will abide by all of the terms of the Loan Agreement. Rider shall be void upon the sale of the loan in whole or in part.

C. Construction Mortgage

The construction period shall run for three hundred sixty-five days.

BORROWER:

John T. Powell (PRES.)
Powell Builders, Inc.

RIDER TO MORTGAGE AND NOTE

THIS RIDER, dated this 21st day of December, 2001, is incorporated into and shall be deemed to amend and supplement the Mortgage and Note of even date herewith given by the undersigned, Powell Builders, Inc., the Borrower(s), and First Federal Savings Bank (formerly First Federal Savings and Loan Association of Bessemer), the Lender, as follows:

- 1. Expenditures by Lender, Indebtedness to Lender. It is expressly understood and agreed that the Mortgage and Note will secure any future indebtedness of the Borrower to Lender regardless of the amount and source. The Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, including, but not limited to paying: any sum secured by a lien which has priority over this Security Instrument, liens, satisfaction of sewer assessments, satisfaction of municipal assessments, expenses for court appearances, subpoenas witness fees, reasonable attorney's fees, taxes, insurance, credit life insurance, disability insurance, mortgage insurance, flood insurance, title updates, appraisals, bankruptcy and lien searches, advertising, certified mail charges, postage, foreclosure expenses, travel, repairs, demolition, blasting, storage of personal property left on the subject property after abandonment or foreclosure, mowing of grass, cleaning of the premises, changing of locks, locksmith charges, defending the title rights and priority of the mortgage, charges for appraisal fees and credit reports for refinances, refinance charges, and any other item or expense Lender may pay or advance in connection with this Mortgage. Any of the foregoing and any check returned on Borrower's account together with the insufficient check charge, late charges and any expense incidental thereto, and any accrued interest remaining unpaid at the end of a month when same is due shall become additional debt of Borrower secured by this Security Instrument and shall bear interest at the Note rate in effect from the date of disbursement, accrual or the date of charge back as the case may be.
- 2. Late Payments. If any monthly payment is not received by Lender or the Holder of the Note and Mortgage on or before the 15th day of the month in which such payment was due unpaid interest, late payment charges, and any other amounts unpaid, continue to accumulate to be paid from the proceeds of subsequent payments, but shall not be added to the principal balance. The principal balance together with interest thereon at the applicable Note rate may be increased at any time in accordance with the terms of this Rider and of Paragraph 7 of the Mortgage executed simultaneously herewith.
- 3. Lender in Possession. Upon acceleration under Paragraph 21 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.
- 4. The invalidity of any provisions of the Note, Mortgage or this Rider shall not affect the validity of other provisions.

BY SIGNING BELOW, Borrower(s) accepts and agrees to the terms and covenants contained in this Rider.

John T. Powell (PRES) (SEAL)
Powell Builders, Inc.

(SEAL)

Exhibit "A"

A parcel of land situated in the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 15, Township 19 South, range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1-inch crimped pipe accepted as the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, and being the Southeast corner of Lot 62, according to the survey of Homestead 2nd Sector as recorded in Map Book 6, Page 74, in the Probate Office of Shelby County and run in a Northerly direction along the accepted West line of said 1/4-1/4 Section and along the East line of said subdivision 357.21 feet to the POINT OF BEGINNING of the herein described parcel; thence continue along last described course in a Northerly direction along the East line of said subdivision of 975.00 feet to a crimped iron pipe accepted as the Northwest corner of said 1/4-1/4 Section; thence turn an interior angle of 89°25'05" and run to the right in an Easterly direction 1211.81 feet to a point on the Southwesterly right of way of Caldwell Mill Road; thence turn an interior angle of 127°31'33" and run to the right in a Southeasterly direction along said right of way 253.16 feet to a crimped iron pipe; thence turn an interior angle of 90°00'00" and run to the right in a Southwesterly direction along said right of way 20.00 feet to a crimped iron pipe; thence turn an interior angle of 270°00'00" and run to the left in a Southeasterly direction along said right of way 9.73 feet to a 1/2-inch rebar and cap; thence turn an interior angle of 80°30'34" and run to the right in a Southwesterly direction 223.50 feet to a point of curvature; thence run along the arc of a curve to the left having a central angle of 14°54'48" and a radius of 1023.83 feet in a Southwesterly direction 266.49 feet; thence turn an interior angle of 137°03'06" from the tangent of last described curve and run to the right in a Westerly direction 459.14 feet; thence turn an interior angle of 270°34'55" and run to the left in a Southerly direction 390.21 feet; thence turn an interior angle of 90°00'00" and run to the right in a Westerly direction 196.54 feet; thence turn an interior angle of 90°00'00" and run to the right in a Westerly direction 281.86 feet to the POINT OF BEGINNING, containing 18.210 acres, more or less.

Description of property in mortgage from Powell Builders, Inc. to First Federal Savings Bank, dated December 21, 2001.

Inst # 2002-02383

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