This instrument was prepared by

(Name) Courtney Mason & Assoc. PC
PO BOX 360187
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Jefferson Land Title Services Co., Inc.
316 21ST NORTH • P. O. BOX 10481 • PHONE (205) - 328-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

**MORTGAGE–**

**STATE OF ALABAMA**
Shelby **COUNTY**

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

Tom Lacey Construction Co., Inc.

**(hereinafter called "Mortgagors", whether one or more) are justly indebted, to** Mainline Heating & Air

**(hereinafter called "Mortgagee", whether one or more), in the sum of** Eleven Thousand Nine Hundred Sixty Four and no/100ths---------- **Dollars ($** 11,964.00 **), evidenced by** a mortgage note of even date

20050407000163160 1/3 $35.00
Shelby Cnty Judge of Probate,AL
04/07/2005 12:55:21PM FILED/CERT

**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,** Tom Lacey Construction Co., Inc.

**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 124, according to the Final Plat of Oaklyn Hills Phase 2, as recorded in Map Book 30, Page 17, in the Probate Office of SHelby County, Alabama.

Subject to existing easements, restrictions, covenants and mortgages, of record.

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

Form ALA-35

20050407000163160 2/3 $35.00
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**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.

IN WITNESS WHEREOF the undersigned

have hereunto set signature and seal, this 7 day of ~~February~~ April FL, ~~19~~ 2005

Tom Lacey Construction Co., Inc. (SEAL)

Faith B. Lacey (SEAL)

Faith B. Lacey, President

(SEAL)

(SEAL)

THE STATE of

COUNTY

I, , a Notary Public in and for said County, in said State, hereby certify that

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 day of , 19

Notary Public.

THE STATE of AL

COUNTY Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Faith B. Lacey

whose name as President of Tom Lacey Construction Co., 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 7th day of ~~February~~ April, ~~19~~ 2005

Ashley T. Lacey, Notary Public

My Commission Exp. Dec. 13, 2008

Return to:

TO

# MORTGAGE DEED

Recording Fee $

Deed Tax $ $

This form furnished by

Jefferson Land Title Services Co., Inc.
316 21ST NORTH • P. O. BOX 10481 • PHONE (205)-328-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

20050407000163160 3/3 $35.00
Shelby Cnty Judge of Probate, AL
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# MORTGAGE NOTE

$11,964.00

Birmingham, Alabama
Date: 4/7/05

The undersigned, for value received, promise to pay to the order of Mainline Heating & Air the sum of ELEVEN THOUSAND NINE HUNDRED SIXTY FOUR AND NO/100THS DOLLARS, together with interest upon the unpaid portion thereof from date, at the rate of Six (6%) per cent per annum, in one payment upon the sale of the property described as follows:

Lot 124 according to the Final Plat of Oaklyn Hills, Phase 2, as recorded in Map Book 30, Page 17, in the Probate Office of Shelby County, Alabama.

Payments will be made at:

3300 Highway 11 - Pelham, Al.

All payments shall be applied first to interest on the unpaid balance of principal, the balance to the principal. Each of said installments shall bear interest at Six (6%) per annum after maturity.

This note is secured by mortgage on real estate, executed to the payee herein. In the event of default under the terms of said mortgage, or in the event any installment shall remain unpaid for as much as THIRTY (30) days after the same becomes due, the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and payable. If payments are FIFTEEN (15) days late there will be a late charge of $100.00. I will pay this late charge promptly but only once on each late payment.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note.

Privilege is reserved to prepay at any time, without premiums or fee, the entire indebtedness or any part thereof.

This note is given, executed and delivered under the seal of the undersigned.

Tom Lacey Construction Co., Inc.

Faith B. Lacey

Faith B. Lacey, President