



20060721000354010 1/3 \$338.00  
Shelby Cnty Judge of Probate, AL  
07/21/2006 02:22:58PM FILED/CERT

This instrument prepared by:  
WILLIAM H. HALBROOKS, Attorney  
#1 INDEPENDENCE PLAZA, STE 704  
BIRMINGHAM, ALABAMA 35209

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STATE OF ALABAMA

Shelby County, AL 07/21/2006  
State of Alabama

SHELBY COUNTY

Deed Tax: \$315.00

*Know All Men By These Presents, that whereas the undersigned, Bob L. Burroughs and Esther R. Burroughs, Husband and Wife, is/are justly indebted to Greenville First Bank, N.A., in the sum of Three Hundred Fifteen Thousand and No/100—(\$315,000.00)—Dollars evidenced by one promissory note dated July 20, 2006 and whereas it is desired by the undersigned to secure the prompt payment of the said indebtedness with interest when the same falls due;*

*Now Therefore* in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, do, or does, hereby grant, bargain, sell and convey unto the said Greenville First Bank, N.A. (hereinafter called Mortgagee) the following described real property situated in Jefferson County, Alabama, to-wit:

**See attached Exhibit "A" for legal description of the property.**

**Said property is warranted free from all encumbrances and against any adverse claims.**


**TO HAVE AND TO HOLD** the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee; as the interest of said Mortgagee may appear, and promptly to deliver said policies or any renewals of said policies, to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessment or insurance shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by the mortgage, and bear interest from the date of payment by said Mortgagee and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrances thereon, so as to endanger the debt hereby



EXHIBIT "A"

**Attached Legal Description**

  
20060721000354010 3/3 \$338.00  
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**Lot 42, according to the Survey of Meadowbrook Fifth Sector, First Phase, as recorded in Map Book 8, Page 109, in the Probate Office of Shelby County, Alabama.**

Subject to: all easements, restrictions and rights of way of record.

The proceeds of this loan have been applied to the refinance of the property.