20071107000514390 1/3 $144.50
Shelby Cnty Judge of Probate,AL
11/07/2007 02:32:01PM FILED/CERT

INSTRUMENT PREPARED BY:
James J. Odom, Jr.
P.O. Box 11244
Birmingham, Alabama 35202

STATE OF ALABAMA)

COUNTY OF SHELBY)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned, Richard Byrd, a married man, is justly indebted to Roy Martin Construction, Inc. in the sum of EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS ($85,000.00) (the "Indebtedness") evidenced by a promissory note of even date, and

WHEREAS, it is desired by the undersigned to secure the prompt payment of the Indebtedness with interest.

NOW, THEREFORE, in consideration of the Indebtedness, and to secure the prompt payment thereof at maturity, the undersigned, Richard Byrd ("Mortgagor"), does hereby grant, bargain, sell and convey unto Roy Martin Construction, Inc. ("Mortgagee") the following described real property (the "Property") situated in Shelby County, Alabama, to-wit:

A parcel of land in the Northwest ¼ of the Northwest ¼ of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama.

Commence at the Southwest corner of Northwest ¼ of the Northwest ¼ of said Section 24 and run North 0 deg. 00 min. 00 sec. West along the West line of said Section 24, a distance of 347.63 feet; thence North 56 deg. 42 min. 40 sec. East a distance of 116.95 feet to a point on the Easterly boundary of Lee Street and the Northerly boundary of County Highway #52 being the Point of Beginning; thence North 76 deg. 46 min. 40 sec. East along County Highway # 52 a distance of 74.45 feet to the Westerly boundary of CSX Railroad, thence North 25 deg. 21 min. 07 sec. West along said railroad 100.20 feet; thence South 60 deg. 32 min. 39 sec. West a distance of 90.75 feet to a point on the Easterly boundary of Lee Street; thence South 38 deg. 08 min. 55 sec. East along Lee Street a distance of 80.05 feet to the Point of Beginning; being situated in Shelby County, Alabama.

SUBJECT TO: (1) Current taxes; (2) Transmission Line Permits to Alabama Power Company as shown by instruments recorded in Deed 109, at Page 57, Deed 142, at Page 82, and Deed 170, at Page 278, in the Probate Office; (3) Less and except any portion of subject land lying within any railroad right of way; (4) Encroachment of Garbage Bend and Fence off the land of the Northeasterly side, as shown on the survey by Rodney Y. Shiflett, dated 10/31/07; (5) Encroachment of utility lines onto and/or off the land, as shown on the survey by Rodney Y. Shiflett, dated 10/31/07; (6) Encroachment of asphalt onto and/or off the Southerly and Southwesterly sides of the land, as shown on the survey by Rodney Y. Shiflett, dated 10/31/07.

The proceeds of this loan have been applied toward the purchase price of the property described above conveyed to mortgagor simultaneously herewith.

This property does not constitute the homestead of the Mortgagor herein.

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

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TO HAVE AND TO HOLD the above granted premises unto the Mortgagee forever; and for the purpose of further securing the payment of the Indebtedness, the undersigned agrees to pay all taxes, or assessments, when legally imposed upon the Property, and should default be made in the payment of taxes or assessments, the Mortgagee has the option of paying off them; and to further secure the Indebtedness, the undersigned agrees to keep the improvements on the 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 the Mortgagee, as the interest of the Mortgagee may appear, and promptly to deliver the policies, or any renewals of the policies, to the Mortgagee; and if undersigned fails to keep the Property insured as above specified, or fails to deliver the insurance policies to the Mortgagee, then the Mortgagee has the option of insuring the Property for the reasonable insurable value for the benefit of the Mortgagee, the policy, if collected, to be credited on the Indebtedness, less cost of collecting same; all amounts so expended by the Mortgagee for taxes, assessments or insurance, shall become a debt to the Mortgagee, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from the date of payment by the Mortgagee, and be at once due and payable.

Upon condition, however, that if the Mortgagor pays the Indebtedness, and reimburses the 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 Mortgagee, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagee in the Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of the 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 Mortgagee 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, in some

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newspaper published in Shelby County, Alabama, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in Shelby County, Alabama, 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 be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Indebtedness in full, whether or not it shall have fully matured, at the date of the sale, but no interest shall be collected beyond the day of sale; and fourth, the remainder, if any, to be turned over to the Mortgagor; and the undersigned, further agrees that the Mortgagee may bid at said sale and purchase the Property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agrees to pay a reasonable attorney's fee to the Mortgagee for the foreclosure of this Mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this Mortgage refers to the person named as grantee in the granting clause herein.

Any estate or interest herein conveyed to the Mortgagee, or any right or power granted to the Mortgagee in or by this mortgage, is hereby expressly conveyed and granted to the heirs, and agents, and assigns of the Mortgagee.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on this the 2nd day of November, 2007.

WITNESS:

_____ _____
Richard Byrd

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard Byrd, a married man, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of November, 2007.

_____
Notary Public

My commission expires: 07/14/2011