

THE STATE OF ALABAMA, OKMONT COUNTY.
KNOW ALL MEN BY THESE PRESENTS:

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That whereas, I (or) we, James B. Lenoir and wife, Sharon C. Lenoir and Steve Wilson and wife, Janis Wilson are jointly indebted to Peoples Savings Bank, a corporation, in the sum of Sixty six thousand nine hundred and 02/100 Dollars (\$66,900.02), as is evidenced by promissory note dated May 20, 1982, and due and payable

In 11 consecutive monthly installments of \$1,200.00 each and one final installment of \$53,181.12 beginning August 18, 1982 and on the same day of each month thereafter.

And, whereas, the said James B. Lenoir and wife, Sharon C. Lenoir and Steve Wilson and wife, Janis Wilson

is desirous of securing the punctual payment of said note, at maturity, and in order to secure the payment of same or any renewal thereof, together with all and any additional and other amounts which I now or may hereafter in any way owe said Peoples Savings Bank, a corporation, its heirs, successors or assigns, including any future advances and all other debts and demands of any kind which we may now or may hereafter owe them, assigned to or otherwise acquired by them during the life of this mortgage, which assignment or other assignment we hereby authorize and confirm, or before the payment in full of all amounts secured by this mortgage, either before or after the due date of this mortgage:

Now, therefore, we, the said James B. Lenoir, Sharon C. Lenoir, Steve Wilson, Janis Wilson, hereby grant, bargain, sell and convey unto the said Peoples Savings Bank, its heirs, successors or assigns, the following-described property, situated in Shelby County, Ala. to wit:

A part of the E 1/2 of the NE 1/4 of Section 3, Township 24 North, Range 12 East, Shelby County, Alabama, described as follows: Commence at the Southeast corner of said Section 3 and run North along the East line of said Section 3 a distance of 2,685.08 feet; thence turn an angle of 62 degrees 14 minutes to the left and run a distance of 464.18 feet; thence turn an angle of 14 degrees 56 minutes to the left and run a distance of 621.70 feet to a point on the North right-of-way line of Alabama Highway 25 and the point of beginning; thence turn an angle of 5 degrees 42 minutes to the left and run along North right-of-way line of said Highway 25 a distance of 114.0 feet; thence turn an angle of 83 degrees 02 minutes to the right and run a distance of 387.60 feet; thence turn an angle of 96 degrees 58 minutes to the right and run a distance of 114.0 feet; thence turn an angle of 83 degrees 02 minutes to the right and run a distance of 387.60 feet to point of beginning.

THIS INSTRUMENT PREPARED
BY C. RICHARD MOORE, JR.,
ATTORNEY AT LAW
P.O. BOX 247, CLANTON, AL 35045

All of said property situated in Shelby County, Alabama, and warranted free from all encumbrances and against any adverse claims. To have and to hold unto the said Peoples Savings Bank, a corporation, its heirs, successors or assigns forever.

Now the conditions of the above conveyance are such that if we pay, or cause to be paid, the hereinbefore-described note, when the same falls due, and also all other liabilities secured hereby at their maturity, then this conveyance is to cease and be void; but should we make default in the payment of said note, in whole or in part, at maturity, or in the payment of any other indebtedness secured hereby, in whole or in part, at its maturity, or should we at any time sell, convey or dispose of said property or part with the title or possession of any said property, or if said Peoples Savings Bank, a corporation, its heirs, successors or assigns, shall declare or make said debt and liabilities due and payable, in event they deem such action desirable to better secure their said claim, the right to do so being hereby given to and conferred upon them absolutely, at any time hereafter, whenever they deem such action desirable or proper, said Peoples Savings Bank, a corporation, its heirs, successors or assigns are hereby authorized and empowered, before or after maturity, at any time to take possession of said property and, with or without possession, sell the same either on the premises, or where located or at the Courthouse door of Shelby County, Alabama, at public outcry to the highest bidder for cash, after having given ten days notice of the time, place, and terms of said sale, together with a description of the property to be sold, by posting written notice thereof at three public places in Shelby County, Alabama; provided that, if the amount secured by this mortgage is \$500.00 or more, notice shall be given by publication, once a week for three successive weeks in some newspaper published in Shelby County, Alabama, or in the County in which such lands, or a portion thereof is situated. The proceeds of said sale shall be applied as follows: First, to the costs and expenses of making such sale, including a reasonable attorney's fee. Second, to the payment of what may

be due on the hereinbefore-described note, and the indebtedness secured by this mortgage, the right to apply the amount so realized to indebtedness secured hereby over and above the above-described note, being hereby waived in them, and the surplus, if any, to be turned over to the legal representative.

And in the event of a sale of the above-described property, or any part thereof, under the power of sale herein contained, the said Peoples Savings Bank, a corporation, its heirs, successors or assigns, may be bidders for and purchasers of said property, or any part thereof, and in the event of any such purchase by the said Peoples Savings Bank, a corporation, its heirs, successors or assigns, at such sale, the agent or attorney making the sale is hereby authorized and empowered to execute to it or them a property conveyance for the lands so purchased. And we will for our heirs and administrators covenant with the said Peoples Savings Bank, a corporation, its heirs, successors and assigns that we will warrant the title so made, and forever defend it in the quiet and peaceable possession of the same against the lawful claims of all persons whomsoever.

And the said Peoples Savings Bank, a corporation, its heirs, successors and assigns is hereby authorized and empowered, either before or after maturity, to take possession of any personal property conveyed hereby, and is authorized to sell the same upon the terms and conditions as provided hereinabove, for the foreclosure of this mortgage; and to sue for and otherwise collect in their own name all claims for rents and advances, and crops due or to become due to us, as landlord, joint tenant, tenant in common or share cropper, and if at any time, they may deem it to their best interest, they are hereby authorized to apply any money or other property in their possession to the payment of part payment of the debts or liabilities secured hereby; and for that purpose the title to any money or other property advanced by them to us remains in them, so long as such money or property remains in their possession.

In the event this mortgage is foreclosed in a Court of equitable jurisdiction, we agree to pay a reasonable solicitor's fee for the foreclosure thereof, or should it be deemed necessary or proper by said Peoples Savings Bank, a corporation, its heirs, successors or assigns to employ an attorney to protect their interest in any of the hereinbefore-described property, whether by suit or otherwise, we agree to pay a reasonable attorney's fee for such service, the same to become a part of the debt hereby secured.

We agree to keep the buildings situated on said lands insured against loss by fire or tornado in a sum not less than \$66,900.02 in some insurance company qualified to do business in the State of Alabama, loss payable to mortgagees as its interest may appear. In the event we fail to keep such property so insured said mortgagees may insure same in our behalf, and the premiums paid shall become a part of the debt secured hereby or the mortgage may declare the indebtedness secured hereby due and payable and proceed to foreclose this mortgage.

We agree to pay all taxes or other assessments on this property within 80 days after same become delinquent, and the record fee of this conveyance.

IN WITNESS WHEREOF, we have hereunto set our hand, seal and the 27th day of May 1982

Debra D. Mims
WITNESSES

James B. Lenoir (L. S.)
Sharon C. Lenoir (L. S.)
Steve Wilson (L. S.)
Janis Wilson (L. S.)

THE STATE OF ALABAMA, CHILTON COUNTY. Debra D. Mims, a Notary Public in and for said County, in

said State, hereby certify that James B. Lenoir, Sharon C. Lenoir, Steve Wilson and Janis Wilson whose name S. ARE signed to the foregoing conveyance, and who ARE known to me acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same being date.

Given under my hand, this the 27th day of May A. D. 1982

THE STATE OF ALABAMA, CHILTON COUNTY. Notary Public.

I, _____, a Notary Public in and for said County, in said State, hereby certify that on the 28th day of May 1982, came before me the within named

known to me (or made known to me) to be the wife of the within named _____ who being examined, separate and apart from the husband, touching her signature to the within _____ acknowledged that she signed the same of her own free will and accord, without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand, this _____ A. D. 19____

THE STATE OF ALABAMA, CHILTON COUNTY. Notary Public.

County, hereby certify that the foregoing conveyance was filed for registration in this office on this _____ day of _____, 19____ and was recorded in Vol. _____ Record of Deeds, Page _____

Record Fee, \$ _____ THE PEOPLES SAVINGS BANK Judge of Probate.
CLANTON, ALABAMA P. O. BOX 269