

\$..... Brundidge, Alabama,19,
On the..... day of..... 19 Promise to pay to the order of
The First National Bank of Brundidge, at its office in Brundidge, Alabama, the sum of
..... Dollars

together with interest from date of note at the rate of..... per cent per annum until maturity
and all costs of collecting this note, including a reasonable attorney's fee of not less than 10% of principal
and interest due hereon. And for the faithful payment of this note, I or We, the maker(s), and indors-
er(s), each hereby waive all claims of exemption secured to me, or us, by the Constitution and Laws of
the State of Alabama, or of the United States, against the payee or assignee of this note, in regards to
the collection thereof, waiving notice and protest for non-payment at maturity.

In Witness Whereof,..... have hereunto set hand(s) and seal(s) on the day and year first above
written.

Attest: L. S.
..... L. S.
..... L. S.
..... L. S.

THE STATE OF ALABAMA, Shelby COUNTY.

KNOW ALL MEN BY THESE PRESENTS, That, I or We, Derek A. Harden and wife
Pamela A. Harden

....., for and in consideration of being indebted to The First National Bank
of Brundidge, in the sum of Seventy five hundred dollars

..... Dollars, for which I or We, have executed a promissory note(s),
bearing even date herewith and payable as follows, to-wit:

Payments described on separate note

Now then in order to better secure the payment of said note, (s) together with all other indebted-
ness we may owe The First National Bank of Brundidge, before the full payment of
this note(s) and mortgage, have granted, bargained, sold and conveyed, and by these presents, do grant,
bargain, sell and convey, to the said The First National Bank of Brundidge, its success-
ors and assigns, the following described real estate, lying and being situated in
Shelby County, Alabama, to-wit:

Lot 13, according to the survey of Eagle Wood Estates, Third Sector, as recorded
in Map Book 7, Page 92, in the Probate Office of Shelby County, Alabama; being
situated in Shelby County, Alabama.

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It is agreed and understood between the parties hereto, that the rate of interest upon the principal of loan or debt, evidenced hereby, shall be 8% per annum after maturity, until the same shall have been fully paid. And it is agreed and understood that the mortgagee herein, either before or after the maturity of the notes herein described, shall have the exclusive right to apply all payments made by the mortgagor(s) herein, upon any other notes or chattel mortgages or any other indebtedness secured by this mortgage than the above described notes, at mortgagee's election.

TO HAVE AND TO HOLD, the aforegranted premises, together with the improvements and appurtenances thereunto belonging to the said The First National Bank of Brundidge, its successors and assigns, forever.

And, we, the said mortgagor (s) do covenant with the said The First National Bank of Brundidge, its successors and assigns, that we have lawfully seized in fee of said premises, free of and from all incumbrances; and that we will warrant and forever defend the same unto said mortgagee, its successors or assigns, against the lawful claims and demands of all persons.

That this conveyance is made upon the following conditions, nevertheless, that is to say:

If, we, Derek A. Harden and wife Pamela A. Harden

shall well and truly pay, or cause to be paid, the said note(s) and interest thereon, and also pay such other and additional indebtedness, as we may owe said mortgagee with the interest thereon, promptly as the same becomes due, and shall have performed and observed all of the covenants and agreements on the part of the mortgagor(s), herein contained, then this conveyance shall become null and void. But should said mortgagors fail to pay any or all of said note(s) at maturity, together with all other indebtedness owed to mortgagee herein, when the same becomes due, then in that event, all of said indebtedness shall become due and payable at once. Whereupon upon such default in the payment of the indebtedness herein, the said The First National Bank of Brundidge, its successors and assigns, agents or attorneys, are hereby authorized and empowered to sell the said property herein conveyed for cash to the highest and best bidder in front of the Court House door of the County of Shelby, in the City of Columbiana, Alabama, first having given notice of such sale, and of the time, place and terms of sale for three successive weeks by publication once a week in any newspaper then published in said County, and execute proper conveyance to the purchaser; and out of the proceeds of said sale, mortgagee shall first pay all the expenses incident thereto, together with a reasonable attorney's fee, of not less than 10% of the indebtedness secured hereby, then retain enough to pay said indebtedness secured hereby and the balance, if any, pay over to said mortgagor(s).

In the event of a sale, said mortgagee herein, its successors and assigns, agents or attorneys, are hereby authorized and empowered to purchase the said property, the same as if they were strangers to this conveyance, and the auctioneer or person making the sale is hereby empowered and directed to make and execute a deed to the purchaser in our name(s).

And, it is also agreed that in case the mortgagee, The First National Bank of Brundidge,

its successors and assigns shall deem it necessary to place said note (s) and mortgage with an attorney for the enforcement thereof or to protect said mortgagee's rights, as against third parties, or is involved in any litigation in any Court to protect its rights, title or interest in the property described in this mortgage or sees fit to foreclose this mortgage in a court having jurisdiction thereof, mortgagor(s), will pay a reasonable attorney's fee therefor, which fee shall be and constitute a part of the debt secured hereby.

herein conveyed, are in our own right, and that the representations herein made as to titles and encumbrances, are so made with the intent and for the purpose of making this loan.

We specially waive all exemptions which we have, or to which we may be entitled under the Constitution and Laws of Alabama in regards to the collection of the above debt.

We further agree to keep said property insured in good and responsible companies against loss by fire and tornado, for not less than Seventy five hundred Dollars, and have the policies payable to The First National Bank of Brundidge, as its interest may appear in said property and deliver the same to said mortgagee; and should mortgagor(s) fail to insure the said property then we authorize said mortgagee or its successors and assigns, to do so and the premiums so paid by The First National Bank of Brundidge, its successors and assigns, shall be and constitute a part of the debt secured hereby. The mortgagor(s) herein agree to pay all taxes and assessments, general or special levied upon the real estate herein conveyed before the same becomes delinquent; and it is further understood that should the mortgagor(s) fail to pay said taxes and assessments, or insure the property, as hereinabove stipulated, mortgagee may pay the same, and without notice declare the whole debt secured by this mortgage due and payable and proceed to foreclose at once. All taxes and assessments paid by the mortgagee shall constitute a part of the debt secured by this mortgage.

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In Witness Whereof, we, have hereunto set our hands and seal, this 20th day of March, 19 85.

Signed, sealed and delivered in the presence of, Derek A. Harden L.S., Pamela A. Harden L.S., [Signature] L.S., [Signature] L.S.

STATE OF ALA. SHELBY CO. I CERTIFY THIS INSTRUMENT WAS FILED

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Mtg TAX 11.25 Dec 7.50 Ind 11.00 1978

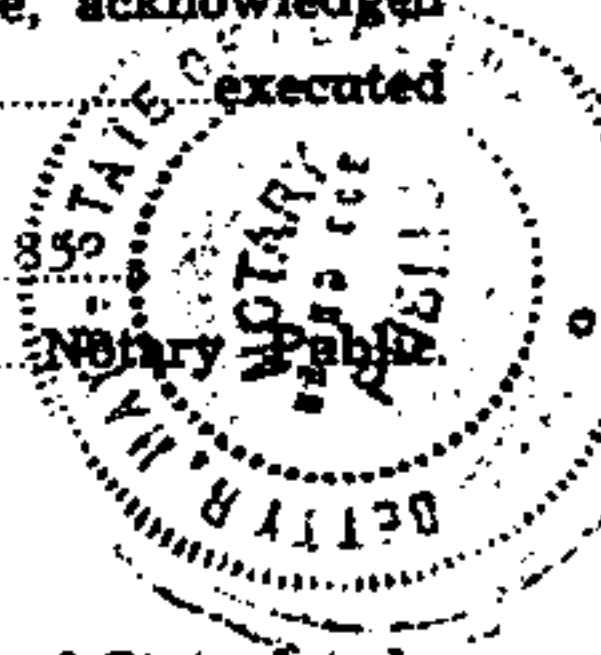
State of Alabama,

PIKE County, [Signature] JUDGE OF NOTARY

I, Betty R. Hays, a Notary Public, in and for said County and State, hereby certify that Derek A. Harden and Pamela A. Harden (wife) whose names 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 the conveyance, has executed the same voluntarily, on the day the same bears date.

Given under my hand, this 20th day of March, 19 85

[Signature: Betty R. Hays]



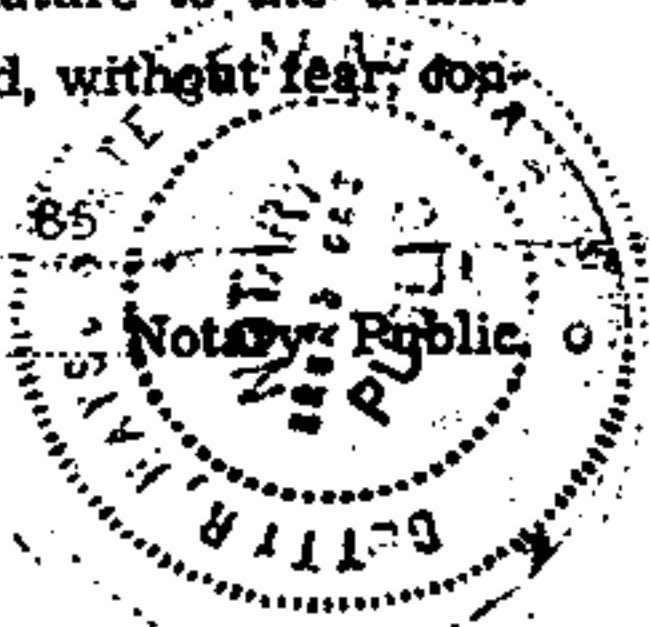
State of Alabama,

PIKE County.

I, Betty R. Hays, a Notary Public, in and for said County and State, hereby certify that on the 20th day of March, 19 85, came before me the within named Pamela A. Harden, known to me, (or made known to me) to be the wife of the within named, Derek A. Harden who, being examined separate and apart from her husband in reference to her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, without fear, constraint or threats on the part of her husband.

Given under my hand, this 20th day of March, 19 85

[Signature: Betty R. Hays]



State of Alabama,

County.

I, [Signature], a Notary Public, in and for said County and State, hereby certify that on the [Signature] day of [Signature], 19 [Signature], came before me the within named [Signature], known to me, (or made known to me) to be the wife of the within named, [Signature] who being examined separate and apart from her husband in reference to the signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, without fear, constraint or threats on the part of her husband.

Given under my hand, this [Signature] day of [Signature], 19 [Signature].

[Signature] Notary Public.