

State of Alabama }

SHELBY County.

This instrument prepared by
CENTRAL STATE BANK
Post Office Box 180
Calera, Alabama 35040

MORTGAGE

THIS INDENTURE is made and entered into this 19th day of May, 19 88 by and between
Fred Wayne Horton, a married man

(hereinafter called "Mortgagor," whether one or more) and CENTRAL STATE BANK, Calera, Alabama, an Alabama banking corporation (hereinafter called "Mortgagee").

WHEREAS, said Mortgagor is (are) justly indebted to the Mortgagee in the principal sum of Forty-Two Thousand Two Hundred Fifty & no/100 dollars (\$42,250.00) as evidenced by that certain promissory note of even date herewith, which bears interest as provided therein, which is payable in accordance with its terms, and which has a final maturity date of November 15, 1988

WHEREAS, Mortgagor agreed in incurring said indebtedness that this mortgage should be given to secure the prompt payment of the indebtedness evidenced by the promissory note or notes hereinabove specifically referred to, as well as any extension or renewal or refinancing thereof or any part or portion thereof, and also to secure any other indebtedness or indebtednesses owed now or in the future by Mortgagor to Mortgagee, as more fully described in the next paragraph hereof (both of which different type debts are hereinafter collectively called "the Debt"); and,

WHEREAS, Mortgagor may be or hereafter become further indebted to Mortgagee, as may be evidenced by promissory note or notes or otherwise, and it is the intent of the parties hereto that this mortgage shall secure any and all indebtednesses of Mortgagor to Mortgagee, whether now existing or hereafter arising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect, and, therefore, the parties intend this mortgage to secure not only the indebtedness evidenced by the promissory note or notes hereinabove specifically referred to, but also to secure any and all other debts, obligations or liabilities of Mortgagor to Mortgagee, now existing or hereafter arising before the payment in full of the indebtedness evidenced by the promissory note or notes hereinabove specifically referred to (such as, any future loan or any future advance), together with any and all extensions or renewals of same, or any part thereof, whether evidenced by note, open account, endorsement, guaranty, pledge or otherwise.

NOW, THEREFORE, in consideration of the premises, Mortgagor, and all others executing this mortgage, does (do) hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, together with all improvements thereon and appurtenances thereto, situated in

SHELBY County, Alabama (said real estate being hereinafter called "Real Estate"):

SEE ATTACHED PAGE FOR LEGAL DESCRIPTION.

THE REAL PROPERTY DESCRIBED ON THE ATTACHED PAGE DOES NOT CONSTITUTE ANY PART OF THE HOMESTEAD OF THE MORTGAGOR NAMED HEREIN.

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this mortgage.

State of Alabama }
SHELBY County }

ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that Fred Wayne Horton, a married man

whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, — he — executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of May, 19 88.

Charlie Robinson
Notary Public

My commission expires:
My Commission Expires September 15, 1989

NOTARY MUST AFFIX SEAL

State of Alabama }
County }

ACKNOWLEDGEMENT FOR CORPORATION

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that _____, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, — 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 _____ day of _____, 19 _____.

Notary Public

My commission expires:

NOTARY MUST AFFIX SEAL

State of Alabama }
County }

ACKNOWLEDGEMENT FOR PARTNERSHIP

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that _____

whose name(s) as (general) (limited) _____ partner(s) of _____ (general) (limited) partnership, and whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, — he — as such _____ partner(s), and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this _____ day of _____, 19 _____.

Notary Public

My commission expires:

NOTARY MUST AFFIX SEAL

Parcel 1

Begin at the Northwest corner of the NE 1/4 of the SE 1/4, Section 9, Township 24 North, Range 15 East; thence run East along the North line of said 1/4 1/4 Section a distance of 947.33 feet to the Northwest right of way line of Alabama State Highway No. 145; thence turn an angle of 127 deg. 54 min. 03 sec. to the right and run along said right of way line a distance of 1527.05 feet; thence turn an angle of 44 deg. 23 min. 58 sec. to the right and continue along said right of way a distance of 141.03 feet to the Northeast right of way of Shelby County Highway No. 47; thence turn an angle of 50 deg. 55 min. 33 sec. to the right and run along said right of way a distance of 1013.78 feet to the P. C. of a curve; thence turn an angle of 6 deg. 30 min. 39 sec. to the right to the chord of said curve and run along said right of way curve a chord distance of 468.05 feet to the Southwest corner of the Davis lot; thence turn an angle of 130 deg. 15 min. 47 sec. to the right and run along the South line of said Davis Lot a distance of 172.40 feet to the Southeast corner of said Davis Lot; thence turn an angle of 124 deg. 50 min. to the left and continue along said Davis Lot line a distance of 210.00 feet to the North line of the NW 1/4 of the SE 1/4 of Section 9; thence turn an angle of 124 deg. 50 min. to the right and run East along said North line a distance of 1119.24 feet to the point of beginning; being situated in the NE 1/4 of the SE 1/4 and the NW 1/4 of the SE 1/4 of Section 9, Township 24 North, Range 15 East, St. Stephens Meridian, Shelby County, Alabama.

BOOK 186 PAGE 935

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

88 MAY 31 PM 2:42

Thomas A. Lawrence, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax		63.45
3. Recording Fee		10.00
4. Indexing Fee		1.00
TOTAL		74.45