

STATE OF ALABAMA)
COUNTY OF Shelby)

THIS MORTGAGE made and entered into this 13th day of September, 1994 by and between

Terry E. Etress and wife, Marsha Etress

(hereinafter referred to as "Mortgagor," whether one or more), and Coosa Pines Federal Credit Union, Coosa Pines, Alabama 35044 (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS the said Mortgagor is justly indebted to Mortgagee in the sum of Twenty-Seven Thousand and NO/100

(\$ 27,000.00) Dollars as evidenced by a Promissory Note of even date herewith which bears interest as provided therein which is payable in accordance with its terms

NOW, THEREFORE, in consideration of the premises, and to secure the payment of the debt evidenced by said Promissory Note and any and all extensions and renewals thereof, or of any part thereof, and any additional interest that may become due on any such extensions and renewals, or any part thereof (the aggregate amount of such debt, including any extensions and renewals and interest due thereon, is hereinafter collectively called "Debt") and compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in Shelby County, Alabama (said real estate being hereinafter called "Real Estate"), to-wit:

Commence at the Se corner of the NE1/4 of the SW1/4 of section 15, Township 24 North, Range 15 East; thence run West along the South line of said 1/4-1/4 for 430.87 feet to the Point of Beginning; thence continue last described course for 1114.50 feet to an old axel and fence corner; thence 57 deg. 33' 05" right run 882.32 feet to an iron pipe and Southerly R/W of Shelby County Highway #311; thence 70 deg. 23' 48" right run Northeasterly along said R/W for 302.08 feet to a curve to the right (having a radius of 1938.47 feet); thence run along said curve and R/W for 244.62 feet to the tangent of said curve; thence continue along said R/W for 121.25 feet to a curve to the right (having a radius of 4,810.39 feet); thence run along said curve and R/W for 247.88 feet to the tangent of said curve; thence continue along said R/W for 410.88 feet to the Westerly R/W of Shelby County Highway #47 and a curve to the left (having a radius of 4282.94 feet); thence run Southeasterly along said curve R/W for 334.24 feet to tangent of said curve; thence continue along said R/W and tangent for 647.27 feet to a curve to the right (having a radius of 4490.07 feet); thence run along said curve and R/W for 198.2 feet to tangent; thence continue along said R/W for 379.58 feet; thence 50 deg. 00' 10" right run 165.0 feet; thence 28 deg. 45' 20" left run 160.00 feet to the Point of Beginning. Containing 38.76 Acres more or less.

LESS AND EXCEPT:

Commence at the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 24 North, Range 15 East; thence run North 89 degrees 59 minutes 60 seconds West, along the South line of said 1/4-1/4, a distance of 1545.37 feet to a found axle; thence run North 32 degrees 26 minutes 25 seconds West a distance of 182.26 feet to a set rebar and the point of beginning; thence run North 32 degrees 26 minutes 25 seconds West a distance of 700.00 feet to a found 1 open top pipe situated on the Southeasterly right of way line of Shelby County Hwy. No. 311; thence run North 37 degrees 57 minutes 23 seconds East, along said right of way line, a distance of 302.08 feet to a set rebar; thence run South 34 degrees 01 minutes 38 seconds East a distance of 770.90 feet to a set rebar; thence run South 51 degrees 49 minutes 15 seconds West a distance of 307.46 feet to the point of beginning. Mineral and mining rights are excepted.

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.

TO HAVE AND TO HOLD the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, except the lien of current ad valorem taxes, and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons, except as otherwise herein provided.

For the purpose of further securing the payment of the debt, the Mortgagor agrees to: (1) pay promptly when due all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), when imposed legally upon the Real Estate and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and in such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsements, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount sufficient to cover the debt. The original insurance policy, and all replacements therefor, shall be delivered to and held by the Mortgagee until the debt is paid in full. The original insurance policy and all replacements therefor must provide that they may not be cancelled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee. The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in, and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagee fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgagee declares the entire debt due and payable, the mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the debt, or at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagee and at once payable without demand upon or notices to the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from the date of payment by the Mortgagee until paid at the then current junior mortgage rate at said Credit Union. The Mortgagor agrees to pay promptly when due the principal and interest of the debt and keep and perform every other covenant and agreement of the Promissory Note secured hereby.

As further security for the payment of the debt, the Mortgagor hereby assigns and pledges to the Mortgagee, the following described property rights, claims, rents, profits, issues and revenues.

1. All rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues

2. All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain, shall be paid to the Mortgagee. The Mortgagee is hereby authorized on behalf of and in the name of the Mortgagor to execute and deliver valid acquittances for, appeal from, any such judgments or awards. The Mortgagee may apply all such sums received, or any part thereof, after the payment of all the Mortgagee's expenses incurred after the payment of all the Mortgagee's expenses incurred in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorney's fees, on the debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount or any part thereof so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate

The Mortgagor hereby incorporates by reference into this Mortgage all of the provisions of the Promissory Note of even date herewith. Mortgagor agrees that, in the event that any provision or clause of this Mortgage or of the Promissory Note conflict with applicable law, such conflict shall not affect any other provisions of this Mortgage or of the Promissory Note which can be given effect. It is agreed that the provisions of this Mortgage and the Promissory Note are severable and that, if any one or more of the provisions contained in this Mortgage or in the Promissory Note shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, this Mortgage shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they are, reasonable wear and tear excepted.

Inst. # 1994-28636

09/20/1994-28636
12:26 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 WCD 13.00

Address