

STATE OF ALABAMA }  
Shelby COUNTY. }

This instrument prepared by: Andy Shoemaker, Loan Officer  
First Bank of Childersburg, Al 35044

THIS INDENTURE, Made and entered into on this, the 30th day of January 1995 by and between  
Hen-Sons, LTD By Roland H. Henson, General Partner

hereinafter called Mortgagor (whether singular or plural); and First Bank of Childersburg, a banking corporation  
hereinafter called the Mortgagee:

WITNESSETH: That, WHEREAS, the said Hen-Sons, LTD. By Roland H. Henson, General  
Partner

justly indebted to the Mortgagee in the sum of One hundred twenty nine thousand nine hundred  
fifty nine and 07/100's (129,959.07) dollars which is evidenced as follows, to-wit:

One single pay note in the amount of \$129,959.07 plus interest from DATE  
at the rate of 9.00% per year until PAYMENT IN FULL Due May 30, 1995.

NOW, THEREFORE, IN CONSIDERATION of said indebtedness and any other indebtedness arising hereunder  
and in order to secure the same, and any other indebtedness now or hereafter owing to the Mortgagee by said  
Mortgagor, the Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described  
property, to-wit:

Exhibit A-attached

Inst # 1995-04386

02/17/1995-04386  
04:12 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 208.50

Conwill + Justice

**TO HAVE AND TO HOLD**, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, unto the Mortgagee, and the Mortgagee's successors and assigns, in fee simple.

And the Mortgagor does hereby covenant with the Mortgagee that the Mortgagor is lawfully seized in fee of said premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from incumbrance; and that the Mortgagor warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that, if the Mortgagor shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. But if the said Mortgagor should make default in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon, or should fail to keep any covenant in this mortgage contained, or should be adjudicated bankrupt, or if the improvements on said premises are damaged so as to make the insurance thereon or any part of said insurance payable, then, in the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, and failure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the south door of the Court House of Talladega County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at three public places in said County.

In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagor in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title thereto as could a stranger.

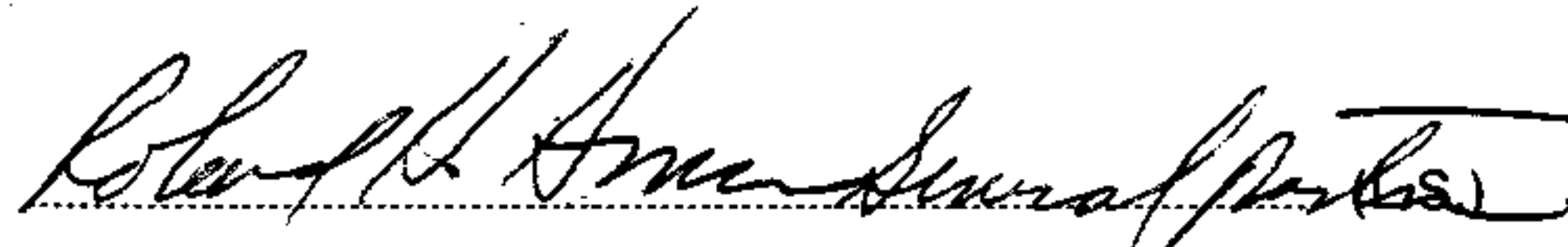
Out of the proceeds of sale the Mortgagee shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee; secondly, the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and lastly, the surplus, if any, shall be paid to the Mortgagor, or the Mortgagor's heirs or assigns.

The Mortgagor covenants that the Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagor will insure, and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured, in some company acceptable to the Mortgagee, with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee the policies evidencing such insurance, and that the Mortgagor will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of the Mortgagor to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured in said amount the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may, at the Mortgagee's option, either pay said taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described — or the Mortgagee may, at the Mortgagee's election, proceed to foreclose this mortgage, as in hereinabove provided.

Mortgagor agrees and stipulates that as against the collection of this said indebtedness the said Mortgagor does hereby waive all right of exemptions, both as to homestead and personal property, under the constitution and laws of the State of Alabama, or of any other state, or of the United States.

IN WITNESS WHEREOF, the Mortgagor has hereto set the Mortgagor's hand and seal, on this, the day and year herein first above written.

(L.S.)



Hen-Sons, LTD. By Roland H. Henson,

(L.S.)

General Partner. (L.S.)



Begin at the Southwest corner of the SW1/4 of the SE1/4 of Section 1, Township 19 South, Range 2 East in Shelby County, Alabama; thence run East along the South line of said 1/4-1/4 section for 1,345.495 feet to the Southeast corner of said 1/4-1/4 section; thence continue East along the South line of the SE1/4 of the SE1/4 of said Section 1 for 3.31 feet to a point on the center line of a paved public road; thence 59 deg. 28 min. 15 sec. left and run Northeasterly along the center line of said public road for 500.00 feet; thence 50 deg. 43 min. 36 sec. left and run Northwesterly for 1,622.62 feet to a point on the North line of the South half of the NW1/4 of the SE1/4 of said Section 1, thence 69 deg. 30 min. 22 sec. left and run West along the North line of the South half of said 1/4-1/4 section for 1,003.00 feet to the Northwest corner of the South half of said 1/4-1/4 section; thence 89 deg. 08 min. 20 sec. left and run South along the West line of said 1/4-1/4 section and along the West line of the SW1/4 of the SE1/4 of said Section 1 for 1,959.12 feet to the point of beginning. EXCEPT that part of the above described property lying within the right of way of the public road.

ALSO, a parcel in the SE1/4 of the SE1/4 of Section 1, Township 19 South, Range 2 East more particularly described as follows: Commence at a railroad spike 3 feet West of center line of paved Shelby County Road which is the SE corner of the SW1/4 of the SE1/4 of Section 1, Township 19 South, Range 2 East and run North 30 deg. 55 min. 25 sec. West for 501.69 feet to a 3/4 inch solid rod in the center line of pavement which is the point of beginning; thence North 30 deg. 36 min. 06 sec. East along the center line of pavement for 300.00 feet to a railroad spike in the centerline of pavement; thence North 45 deg. 00 min. 35 sec. West for 551.85 feet to an iron pipe on the West line of the SE1/4 of the SE1/4, section 1, Township 19 South, Range 2 East; thence South 20 deg. 07 min. 30 sec. East for 690.58 feet to the point of beginning.

The above being in and part of the SE 1/4 of the SE1/4, Section 1, Township 19 South, Range 2 East. Less and Except right of way for a paved public road and located in Shelby County, Alabama; being situated in Shelby County, Alabama.

ALSO: Lots 1, 2, 3, 4, 6, 17, and 24, according to the survey of Whispering Pines, Phase I, as recorded in Map Book 11 page 66 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

ALSO: Lots 6, 7, 10, and 12, according to the survey of Clearview Estates, First Sector, as recorded in Map Book 12 Page 31, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

ALSO: From the Southwest corner of the Southwest Quarter of the Northeast Quarter of section 28, Township 19 South, Range 2 East, Shelby County, Alabama proceed North along the West boundary of said Quarter, Quarter Section for a distance of 270.46 feet, more or less to the Point of Beginning of herein described parcel of land; thence from said Point of beginning continue along the aforementioned course for a distance of 408.29 feet, more or less, thence turn an interior angle to the left 91 deg. 37' 11" (Calculated) and proceed in a Easterly direction for a distance of 636.78 feet, more or less; thence turn an interior angle to the left of 81 deg. 26' 25" (Calculated) and proceed in a Southwesterly direction for a distance of 146.67 feet, according to a plat made by Frank W. Wheeler, AL. REG. NO. 3385; thence turn an interior angle to the left of 90 deg. 33' 48" (Calculated) and proceed in a Northwesterly direction for a distance of 98.07 feet, more or less; thence turn an interior angle to the left of 276 deg. 59' 06" (Calculated) and proceed in a Southerly direction for a distance of 293.92 feet, more or less; thence turn an interior angle to the left of 89 deg. 08' 11" (Calculated) for a distance of 524.47 feet, more or less to the Point of Beginning of herein described parcel of land.

The above described parcel of land is located in the SW1/4-NE1/4 of Section 28, Township 19 South, Range 2 East, Shelby County, Alabama and contains 5.34 acre, more or less.

Description is from information taken from a map prepared by Frank W. Wheeler, AL. REG. NO. 3385 surveyed on or about, Feb. 8, 1986 and no certification is made to the accuracy of said survey, by Billy R. Martin, AL. REG. NO. 10559.

STATE OF ALABAMA, }  
Shelby COUNTY }

I, the undersigned authority, in and for said County, in said State, hereby certify that .....  
Hen-Sons, LTD By Roland H. Henson, General Partner

whose name ..... is ..... signed to the foregoing conveyance, and who ..... is ..... known to me (or made known  
to me) acknowledged before me on this day that, being informed of the contents of the conveyance, ..... they  
executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the ..... 30th ..... day of January ..... 19 95 .....

.....  
Notary Public

STATE OF ALABAMA }  
COUNTY }

I, the undersigned authority, in and for said County, in said State, do hereby certify that on the ..... day  
of ..... , 19 ..... , 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 conveyance, acknowledged  
that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

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

.....  
Notary Public

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