

STATE OF ALABAMA

Shelby

COUNTY.

This instrument prepared by: Dan W. Cleckler, CEO  
First Bank of Childersburg  
PO BOX 329  
Childersburg, AL 35044

**THIS INDENTURE**, Made and entered into on this, the 17th day of July 19 97 by and between

Andrew Shoemaker and wife Sandy M. Shoemaker and Wallace Shoemaker a single man

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

**WITNESSETH: That, WHEREAS**, the said Andrew Shoemaker and wife Sandy M. Shoemaker and Wallace Shoemaker a  
single man

justly indebted to the Mortgagee in the sum of One hundred eighty seven thousand five hundred fifty and

no/100's (\$187,550.00) Dollars which is evidenced as follows, to-wit:

One promissory note of even date, in the principal amount or \$187,550.00, being due and payable  
in accordance with the terms of said note, and any renewals or extensions thereof.

**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:

See Exhibit "A"

Inst # 1997-22836

07/21/1997-22836  
01:56 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 298.40

Inst # 1997-22836

**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.

Andrew Shoemaker (L.S.)  
Andrew Shoemaker  
Sandy M. Shoemaker (L.S.)  
Sandy M. Shoemaker  
Wallace Shoemaker (L.S.)  
Wallace Shoemaker

STATE OF ALABAMA, }

Shelby COUNTY }

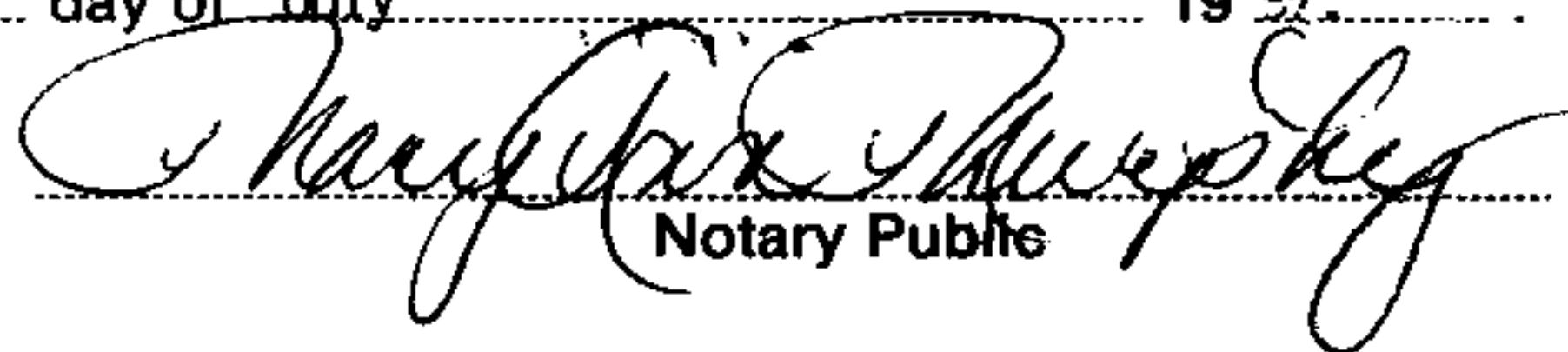
I, the undersigned authority, in and for said County, in said State, hereby certify that .....

Andrew Shoemaker and wife Sandy M. Shoemaker and Wallace Shoemaker a single man

whose name s...are..... signed to the foregoing conveyance, and who .....are..... 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 17th day of July 19 97.

My Commission Expires  
December 10, 2000

  
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



# EXHIBIT "A"

A parcel of land in the S 1/2 of the SE 1/4 and in the SE 1/4 of SW 1/4 of Section 23, Township 19 South, Range 1 West, described as follows: From the true NW Corner of the SW 1/4 of the SE 1/4 of Section 23, Township 19 South, Range 1 West, being the point of beginning of herein described parcel of land, run thence East along the true North boundary of said SW 1/4 of SE 1/4 and the projection thereof a distance of 2686.70 feet to the true NE corner of the SE 1/4 of SE 1/4 of said Section 23; thence turn 89 deg. 02 min. 55 sec. right and run 810.0 feet along the true East boundary of said SE 1/4 of SE 1/4; thence turn 90 deg. 56 min. 58 sec. right and run 2695.61 feet to a point on the true West boundary of the SW 1/4 of SE 1/4 of aforementioned Section 23; thence turn 43 deg. 32 min. 10 sec. left and run 207.93 feet to a point in the center of a 60.0 foot easement for ingress and egress and utilities; thence turn 152 deg. 57 min. 02 sec. right and run a chord distance of 204.07 feet to a point of tangent in the centerline of said 60.0 foot easement; thence turn 09 deg. 46 min. 52 sec. right and run 115.68 feet along said easement centerline; thence turn 61 deg. 50 min. 17 sec. right and run 28.78 feet along a property line to a point on the true West boundary of SW 1/4 of SE 1/4 of aforementioned Section 23; thence turn 90 deg. 09 min. 08 sec. left and run 660.27 feet to the point of beginning of herein described parcel of land; being situated in Shelby County, Alabama.

Tract # 1997-22836

Together with the following described easement:

60.0 Foot Easement for Ingress, Egress & Utilities  
Centerline Description to-wit:

From the S.W. corner of the NE 1/4-NW 1/4 of Section 23, T19S-R1W, run thence East along the South Boundary of said NE 1/4-NW 1/4 a distance of 17.49 feet to the point of beginning of the centerline of herein described easement for ingress and egress and utilities; thence turn 55 deg. 25' 49" left and run 99.24 feet along said easement centerline and the following courses: 06 deg. 03' 54" left for 104.89 feet; 12 deg. 24' 30" left for 175.59 feet; 10 deg. 38' right for 201.28 feet; 12 deg. 54' 55" right for 165.02 feet; 05 deg. 37' 50" left for 265.89 feet; 15 deg. 35' 30" right for 323.69 feet; 13 deg. 58' 30" left for 188.54 feet; 08 deg. 44' right for 128.93 feet to a point on the North boundary of aforementioned Section 23; thence turn 180 deg. 00' right and run along said easement centerline a distance of 50.72 feet; thence turn 92 deg. 06' 49" left and continue along said easement centerline a distance of 64.81 feet and the following courses: 54 deg. 49' 11" right for 141.23 feet; 12 deg. 33' 27" left for 110.76 feet; 20 deg. 34' 50" left for 169.50 feet; 15 deg. 05' 36" right for 86.16 feet; 36 deg. 33' 41" right for 166.53 feet; 29 deg. 09' 29" left for 97.38 feet; 14 deg. 44' 38" left for 198.02 feet; 16 deg. 40' 30" left for 276.22 feet; 34 deg. 30' 41" left for 274.24 feet to a point on the South boundary of the NW 1/4-NE 1/4 of aforementioned Section 23; thence turn 02 deg. 14' 58" right and continue along said easement a distance of 473.26 feet to the P.C. of a curve concave right, having a delta angle of 65 deg. 53' 34" and tangents of 100.0 feet and a centerline arc distance of 177.45 feet to the P.T.; thence along the tangent centerline a distance of 96.95 feet; thence turn 122 deg. 12' 30" left and run 760.84 feet along said easement centerline to a point on the North boundary of the SW 1/4-NE 1/4 of Section 23, T19S-R1W; thence turn 180 deg. 00' right and run 760.84 feet along said easement centerline; thence turn 57 deg. 47' 30" left and run 338.44 feet along said easement centerline; thence turn 02 deg. 42' 42" right and run 588.77 feet to the P.C. of a curve concave left, having a delta angle of 46 deg. 35' 43" and tangents of 75.0 feet and a centerline arc distance of 141.64 feet to the P.T.; thence along the tangent centerline a distance of 77.80 feet; thence turn 116 deg. 34' 50" left and run 68.62 feet along said easement centerline; thence turn 180 deg. 00' right and run 211.45 feet along said easement centerline to the P.C. of a curve concave right, having a delta angle of 17 deg. 17' 51" and tangents of 80.0 feet and a centerline arc distance of 158.78 feet to the P.T.; thence along the tangent centerline a distance of 301.63 feet to the P.C. of a curve concave left, having a delta angle of 27 deg. 09' 45" and tangents of 80.0 feet and a centerline arc distance of 156.99 feet to the P.T.; thence along the tangent centerline a distance of 214.77 feet to the P.C. of a curve concave right, having a delta angle of 30 deg. 36' 35" and tangents of 80.0 feet and a centerline arc distance of 156.18 feet to the P.T.; thence along the tangent centerline a distance of 39.20 feet to the P.C. of a curve concave left, having a delta angle of 27 deg. 45' 20" and tangents of 75.0 feet and a centerline arc distance of 147.06 feet to the P.T.; thence along the tangent centerline a distance of 308.97 feet; thence turn 154 deg. 51' 35" left and run 278.49 feet along said easement centerline; thence turn 06 deg. 48' right and run 213.47 feet along said easement centerline; thence turn 00 deg. 50' 46" right and run 321.84 feet along said easement centerline; thence turn 180 deg. 00' right and run 321.84 feet along said easement centerline; thence turn 06 deg. 48' left and run 278.49 feet along said easement centerline; thence turn 09 deg. 12' left and run said easement centerline a distance of 261.83 feet to a point on the East boundary of the SE 1/4-SW 1/4 of Section 23, T19S-R1W; thence continue along said course a distance of 176.36 feet to the P.C. of a curve concave left, having a delta angle of 54 deg. 03' 57" and tangents of 306.47 feet and a centerline arc distance of 566.76 feet to the P.C. of a reverse curve concave right, having a delta angle of 74 deg. 40' 50" and tangents of 100.0 feet and a centerline arc distance of 170.85 feet to the P.T.; thence along the tangent centerline a distance of 719.70 feet to the P.C. of a curve concave left, having a delta angle of 48 deg. 19' 01" and tangents of 250.0 feet and a centerline arc distance of 470.01 feet to the P.T.; thence along the tangent centerline a distance of 730.31 feet to a point of termination of herein described easement centerline on the North boundary of Old U.S. Hwy. #280 (80' R.O.W.), and further, from the described point of termination back North/Northeastly along the described centerline to a point of intersection with the South boundary of the SE 1/4-SW 1/4 of Section 23, T19S-R1W, tracks in close proximity that certain easement centerline described in Book 184 at Page 89; said property being situated in Shelby County, Alabama.

Executed for identification purposes

Exhibit "A"

Andrew Shoemaker

Andrew Shoemaker

Sandy M. Shoemaker

Sandy M. Shoemaker