

STATE OF ALABAMA

Shelby COUNTY.

This instrument prepared by:

THIS INDENTURE, Made and entered into on this, the 7TH day of JULY 19 97 by and between
Randall L. Real and wife Jennifer Real

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

WITNESSETH: That, WHEREAS, the said Randall L. Real and wife, Jennifer Real

justly indebted to the Mortgagee in the sum of Three hundred fifty-three thousand five hundred
dollars and 00/100's (\$353,500.00) which is evidenced as follows, to-wit:
plus and an all accrued interest, including any renewals and extension thereafter.

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 ATTACHED EXHIBIT "A"

Inst # 1997-33644

10/16/1997-33644
10:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 SHM 548.75

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.

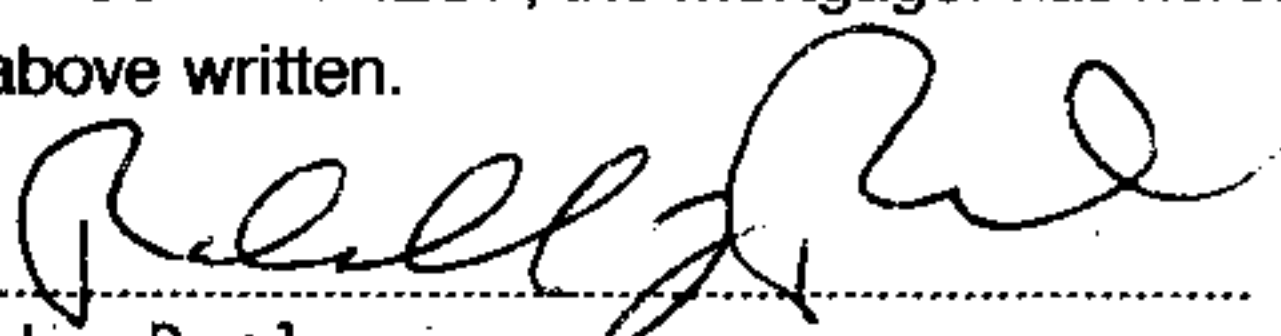
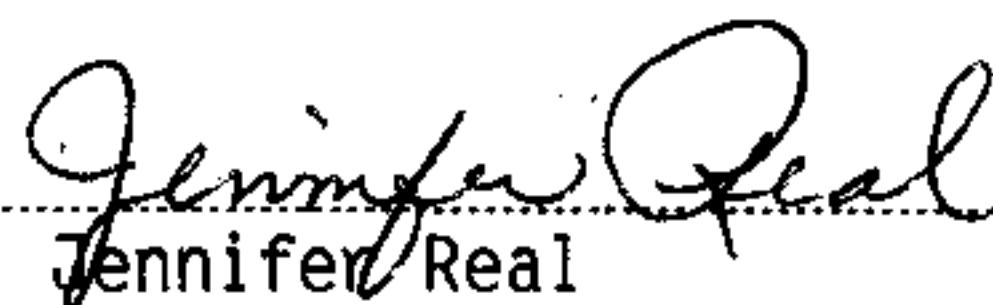
In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagor in and to said premises, either at law or in equity. The 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.)  (L.S.)
Randall L. Real Jennifer Real
____ (L.S.) _____ (L.S.)

STATE OF ALABAMA,
TALLADEGA COUNTY }

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

Randall L. Real

whose name he 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 13th day of October, 19 97.

Debbie A. Graham
Notary Public

STATE OF ALABAMA
TALLADEGA COUNTY }

I, the undersigned authority, in and for said County, in said State, do hereby certify that on the 13th day of October, 19 97, came before me the within named Jennifer Real

known to me (or made known to me) to be the wife of the within named, Randall L. Real 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 13th day of October, 19 97.

Debbie A. Graham
Notary Public

EXHIBIT "A"

Parcel I

A parcel of land in the NW 1/4 of the NE 1/4; NE 1/4 of the NE 1/4, the SE 1/4 of the NE 1/4 of Section 23, Township 19 South, Range 1 West, described as follows:

From a point of beginning of herein described parcel of land, being the true NW corner of the NW 1/4 of NE 1/4 of Section 23, Township 19 South Range 1 West, run thence South along the true West boundary of said NW 1/4 of NE 1/4 a distance of 1320.55 feet to the true SW corner thereof; thence turn 88 degrees 53 minutes 45 seconds left and run 1329.82 feet to the true SE corner of said NW 1/4 of NE 1/4; thence turn 88 degrees 35 minutes 33 seconds right and run 328.00 feet; thence turn 88 degrees 35 minutes 40 seconds left and run 665.79 feet; thence turn 91 degrees 23 minutes 39 seconds left and run 328.00 feet to a point on the true South boundary of the NE 1/4 of NE 1/4 of aforementioned Section 23, thence turn 88 degrees 26 minutes 21 seconds left and run 644.09 feet along the true South boundary of said NE 1/4 of NE 1/4; thence turn 88 degrees 17 minutes 06 seconds right and run 1110.83 feet; thence turn 87 degrees 53 minutes 51 seconds left and run 127.08 feet; thence turn 90 degrees 00 minutes right and run 200.00 feet to a point on the true North boundary of said NE 1/4 of NE 1/4; thence turn 90 degrees 00 minutes left and run 1347.15 feet to the point of beginning of herein described parcel of land; being situated in Shelby County, Alabama.
Mineral and mining rights excepted.

Parcel II

A parcel of land in the NE 1/4 of the NE 1/4 of Section 23, and in the NW 1/4 of the NW 1/4 of Section 24, Township 19 South, Range 1 West, described as follows:

From the NW corner of Section 24, Township 19 South, Range 1 West, being the point of beginning of herein described parcel of land, run thence East Along the North Boundary of Said Section 24, a distance of 755.0 feet; thence turn 107 degrees 39 minutes 20 seconds right and run 1371.31 feet to a point on South boundary of the NW 1/4 of the NW 1/4 of said Section 24; thence turn 72 degrees 57 minutes 41 seconds right and run 352.88 feet to the SE corner of the NE 1/4 of the NE 1/4 of Section 23, Township 19 South, Range 1 West; thence turn 01 degrees 42 minutes 13 seconds right and run 1179.0 feet along the South boundary of said NE 1/4 of the NE 1/4; thence turn 88 degrees 17 minutes 06 seconds right and run 1110.83 feet; thence turn 92 degrees 06 minutes 09 seconds right and run 422.92 feet; thence turn 90 degrees 00 minutes left and run 200.0 feet to a point on the North boundary of Section 23, Township 19 South, Range 1 West; thence turn 90 degrees 00 minutes right and run 749.0 feet to the point of beginning of herein described parcel of land; being situated in Shelby County, Alabama.


ALSO: a 60 foot wide access easement situated in Sections 23 and 26, Township 19 South, Range 1 West, the center line of which is described as follows:

Commence at the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 19 South, Range 1, West and run south along the east line of said Quarter-Quarter a distance of 416.60 feet to the northern right of way of old Highway 280; thence turn an angle to the right of 268 degrees 28 minutes 00 seconds and run westerly along said right of way a distance of 847.60 feet; thence turn an angle to the right of 271 degrees 31 minutes 44 seconds and run 300.0 feet; thence turn an angle to the right of 180 degrees 13 minutes 57 seconds and run 299.95 feet; thence turn an angle to the right of 187 degrees 58 minutes 17 seconds and run 202.40 feet; thence turn an angle to the right of 171 degrees 47 minutes 00 seconds and run 157.85 feet; thence turn an angle to the right of 220 degrees 03 minutes 42 seconds and run 130.92 feet; thence turn an angle to the right of 191 degrees 20 minutes 55 seconds and run 374.05 feet; thence turn an angle to the right of 174 degrees 34 minutes 10 seconds and run 332.38 feet; thence turn an angle to the right of 184 degrees 53 minutes 33 seconds and run 179.76 feet; thence turn an angle to the right of 121 degrees 47 minutes 17 seconds and run 121.73 feet to the point of beginning; thence continue same course 148.90 feet; thence turn an angle to the right of 182 degrees 28 minutes 27 seconds and run 194.43 feet; thence turn an angle to the right of 210 degrees 39 minutes 45 seconds and run 637.41 feet; thence turn an angle to the right of 193 degrees 16 minutes 05 seconds and run 352.04 feet; thence turn an angle to the right of 188 degrees 06 minutes 38 seconds and run 399.77 feet to the end of said 60 easement.

Together with a Fifty foot wide (50') temporary non-exclusive easement for ingress and egress, to-wit: Commence at the point of intersection with the centerline of the above described sixty foot wide easement and the East boundary line of the above described property known as Parcel I, being located in NW 1/4 of the SE 1/4 of Section 23, Township 19 South, Range 1 West for the point of beginning; thence run in a Northly direction a distance of 1,045.6743 feet inside, along and parallel to the east line of said Parcel I a width of fifty (50) feet; thence continue in a northerly direction inside, along and parallel to the centerline of the SW1/4 of the NE1/4 of Section 23, Township 19 South, Range 1 West, a distance of 1316.1421; thence turn an angle of 90 degrees to the right and run a distance of 664.9095 feet along Southern boundary of the NW1/4 of the NE1/4; thence continue along the same course a distance of 150.8190 feet along said centerline of said fifty (50') foot wide easement to the Southwestern boundary of the NW1/4 of the NE1/4 to end of said Fifty (50') foot wide temporary non-exclusive easement.

This Fifty (50') wide temporary non-exclusive easement may be terminated by mutual consent in writing by the Grantor and Grantee, or their respective successors and assigns, in the same manner as described in that certain deed recorded in Instrument #1994-36563.

Together with a Fifty foot wide (50') temporary non-exclusive easement for ingress and egress, to-wit: Commence at the point of intersection with the centerline of the above described sixty foot wide easement and the South boundary line of the NW 1/4 of the SE 1/4 of Section 23, Township 19 South, Range 1 West; thence run in a Northeasterly direction a distance of 25 feet along the centerline of said sixty foot wide easement to the point of beginning of the centerline of the herein described 50 foot wide easement; thence run in a westerly direction a distance of 442.84 feet along the southern boundary of the NW 1/4 of the NE 1/4 of Section 23, Township 19 South, Range 1 West; thence turn 89 degrees 39 minutes 34 seconds right and run in a northerly direction a distance of 2615.76 feet along the west boundary of the NW1/4-SE1/4 and the SW1/4-NE1/4 along said centerline of said 50 foot easement to the South boundary of the NW 1/4 of the NE 1/4 of Section 23, Township 19 South, Range 1 West; thence 90 degrees 00 minutes 00 seconds to the right a distance of 1329.81900 feet along said centerline of said 50 foot easement along the South boundary of the NW 1/4 - NE 1/4; thence continue along the same course a distance of 150.8190 feet along said centerline of said easement to the Southwestern boundary of the property herein conveyed.


Randall L. Real


Jennifer Real

Inst # 1997-33644

10/16/1997-33644
10:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
805 SNA 548.75