

STATE OF ALABAMA

Shelby

COUNTY.

This instrument prepared by:

THIS INDENTURE, Made and entered into on this, the 29th day of September, 2000 by and between

Roland D. Fleming and wife, Glenda C. Fleming  
hereinafter called Mortgagor (whether singular or plural); and First Bank of Childersburg, a banking corporation  
hereinafter called the Mortgagee:

WITNESSETH: That, WHEREAS, the said Roland D. Fleming and wife, Glenda C. Fleming

justly indebted to the Mortgagee in the sum of Fifty thousand six hundred forty-two & 82/100  
(50,642.82) which is evidenced as follows, to-wit:

Promissory note or notes, and any renewals or extensions thereof, being due and payable in accordance with  
the terms of said note or notes.

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 "A"

Inst # 2000-35140

10/06/2000-35140  
11:01 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CJ1 96.05

R.D.F.  
GC7

## EXHIBIT "A"

Commence at a capped rebar in place accepted as the Northwest corner of the Southeast one-fourth of the Northeast one-fourth of Section 24, Township 19 South, Range 2 East Shelby County, Alabama; thence proceed South 02 deg 04' 15" West along the West boundary of said quarter-quarter section for a distance of 441.59 feet to a 5/8" rebar in place; thence proceed South 00 deg 36' 18" East for a distance of 266.52 feet to a capped rebar in place, said point being located on the Easterly right-of-way of Carlisle Road (Shelby County Road No. 473) and being the point of beginning. From this beginning point proceed South 00 deg 24' 12" West along the Easterly right-of-way of said road for a distance of 203.35 feet to a capped rebar in place; thence proceed South 80 deg 32' 50" East for a distance of 160.05 feet to a capped rebar in place; thence proceed North 21 deg 26' 08" East for a distance of 162.88 feet to a capped rebar in place; thence proceed North 72 deg 51' 01" West for a distance of 100.74 feet to a railroad spike in place; thence proceed North 68 deg 01' 18" West for a distance of 129.09 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Northeast one-fourth of Section 24, Township 19 South, Range 2 East, Shelby County, Alabama.

Tax Parcel Number: 07-6-24-0-001-011

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Signed for Identification Only

R.D.-7.  
GC 7

**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.

Robert D. Fleming (L.S.) \_\_\_\_\_ (L.S.)  
Glenda C. Fleming (L.S.) \_\_\_\_\_ (L.S.)

STATE OF ALABAMA, }  
Shelby COUNTY }

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

Roland D. Fleming and wife, Glenda C. Fleming

whose names 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 29th day of September 19 2000.

Gregory S. [Signature]  
Notary Public 9/18/03

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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