MORTGAGE DEED

The State of Alabama, SHELBY County

2065

This Deed of Mortgage, made and entered on this, the 21st day of October, 19 80 between Michael K. Carden and wife, Kathy S. Carden

the party of the first part, and Central State Bank, Calera, Alabama, party of the second part,

WITNESSETH, That the party of the first part, being indebted to the party of the second part in the sum of NINETEEN THOUSAND ONE HUNDRED EIGHTY ONE AND 40/100 ($19,181.40) DOLLARS, due by one (1) promissory note of this date, due and payable in 59 monthly payments of $320.00 each and 1 final payment in amount of $301.40, with the first of these being due and payable on December 10, 1980.

When due and any and every extension or renewal thereof, and being desirous of securing payment of the same, in consideration thereof, have granted, bargained, sold, and conveyed and by these presents do grant, bargain, sell and convey to the said party of the second part the real estate property hereinafter described — that is to say, situated in the County of Shelby in the State of Alabama, and more particularly known as

A tract of land situated in the Northwest ¼ of the Northeast ¼ of Section 2, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northwest corner of said ¼-¼ Section; thence run South along the West line a distance of 382.5 feet; thence an angle left of 88 deg. 02 min. and run in an Easterly direction a distance of 401.0 feet to the point of beginning; thence continue in an Easterly direction a distance of 500.05 feet; thence an angle right of 124 degrees 11 minutes and run in a Southwesterly direction a distance of 274.25 feet; thence an angle left of 2 degrees, 34 minutes, and run Southwesterly a distance of 73.76 feet; thence an angle right of 58 degrees, 31 minutes and run in a Westerly direction a distance of 296.47 feet; thence an angle right of 88 degrees, 08 minutes and run in a Northerly direction a distance of 289.76 feet to the point of beginning.

$14,000.00 of the proceeds of this loan have been applied on the purchase price of the property herein conveyed to Mortgagor simultaneously herewith.

19801029000123530 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
10/29/1980 00:00:00 FILED/CERTIFIED

Central State Bank
Calera, Alabama

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(1-8-82)

See release Misc. Book 43 Page 5-75

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This conveyance is intended to and does secure the payment of any extension or renewal of said indebtedness, and also any and all other indebtedness of the party of the first part to the party of the second part in existence at the time of the execution of this conveyance or contracted after the date of the execution of this conveyance and before the payment of the specific indebtedness hereinabove recited.

It is understood and agreed by and between the parties hereto that should the party of the second part make any further advances to the party of the first part, or should the party of the first part be or become indebted to the party of the second part in any amount over and above the amount herein mentioned, this conveyance shall stand as security therefor as fully and completely as if named and included herein and the property herein described may be sold in the event of default in the payment of such advance or indebtedness just as if said further advances or indebtednesses had been a part of the principal sum herein secured.

To Have and to Hold to the said party of the second part, ___its___ heirs and assigns, forever. But this Deed is intended to operate as a Mortgage, and is subject to the following conditions: that is to say, if the party of the first part shall pay and satisfy the debt above described at the time or before the same falls due, then this conveyance shall be null and of no effect; but on default of the payment of any installment of the indebtedness secured hereby, all of the indebtedness shall become due and payable, then the said party of the second part, ___its___ heirs or assigns, may take the above-described property into possession, and having or not having the same in possession, may sell the same to the highest bidder, at public auction at ___Shelby County,___ Alabama, for cash, having advertised such sale in some newspaper published in said County by two weekly insertions, or by posting at three public places in said County for not less than twenty days at the option of the mortgagee, and execute titles to the purchaser at said sale, and shall apply the proceeds to the payment of expenses incident to said sale, including all costs of collection, taking possession of and caring for said property, and all attorney's fees, and the payment in full of said demand hereby secured, and pay over the remainder, if any to said party of the first part. And it is further agreed that the mortgagee may buy the above described property at said sale, and the auctioneer crying the same may execute titles to the purchaser. It is further agreed that party of the first part shall insure the buildings on said property in some good and responsible fire insurance company for a sum equal to the indebtedness hereby secured, not to be more than three-fourths of the value of said buildings, with loss, if any, payable to the party of the second part as ___its___ interest may appear. And said party of the first part agrees to regularly assess said property and pay all taxes on the same which may become due on said property during the pendency of this mortgage.

It is further agreed that if the said party of the first part shall fail to assess said property and pay taxes on same, or to insure said buildings, then the said party of the second part may pay the same and take out said insurance, and this conveyance shall stand as security for the same.

We further certify that the above property has no prior lien or encumbrance thereon.

Witness ___our___ hand___s___ and seal___s___, the day and year above written.

Signed, Sealed and delivered in the presence of

_____ Richard T. Carden _____ (L. S.)

_____ Kathy D. Carden _____ (L. S.)

_____ _____ (L. S.)

The State of Alabama, SHELBY **County**

I, the undersigned authority, in and for said County hereby certify that Michael K. Carden and wife, Kathy S. Carden

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

Given under my hand, this 21st day of October 1980

Janice E. Cullens

The State of Alabama, **County**

I, 19801029000123530 Pg 3/3 .00 Shelby Cnty Judge of Probate, AL 10/29/1980 00:00:00 FILED/CERTIFIED, in and for said County do hereby certify that on the day, 19, came before me the within named

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 Deed of Mortgage, acknowledged that she signed the same of her own free will and accord, and without fear, constraint, or threats on the part of her husband.

In Witness Whereof, I have hereunto set my hand, this day of , A.D., 19.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1980 OCT 29 AM 9:15

JUDGE OF PROBATE

Mtg. 28.80
Rec. 4.50
Ind. 1.00
34.30