COUNTY OF CLAY

by reference.

Whereas the undersigned ____

together with all the hereditaments and appurtenances thereunto belonging, and all fixtures now and hereafter attached to or on this property, To have and to hold the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining unto the said Mortgagee and its successors and assigns. And the Mortgagor hereby convenants that he is seized of said property in fee simple, and has a good right to sell and convey the same; and that the Mortgagor, and his heirs, and assigns will forever defend the same unto the Mortgagee, its successors and assigns, 1. The Mortgagor will promptly perform all agreements herein contained, including those for the payment of money, and 2. As to any personal property described above, Mortgagor agrees to keep same in possession of Mortgagor, to keep same in good condition, to use same only for legal purposes and not to remove same from the county where located as stated above. 3. Mortgagor will maintain hazard and liability insurance, of such types and amounts and with such companies as may be approved by the Mortgagee, such policies to include loss payable clause in favor of the Mortgagee. In the event of loss, the Mortgagee is authorized to make claim, settlement, and credit the proceeds to the indebtedness secured hereby. Mortgagor shall maintain such 4. If the Mortgagor fails to insure the property as herein provided, or pay all taxes or assessments or other claims, charges, or liens against same, the Mortgagee may, at its option, buy such insurance or pay such claims, charges, or liens and my money so paid shall constitute an additional debt secured hereby, immediately due and payable. Mortgagor agrees to keep samproperty in good 👵 condition, and shall make no structural changes thereon without the written consent of the Mortgagee, and agrees to pay all taxes, 5. If the Mortgagee employs an attorney relative to any charge or lien or claim of charge or lien relative to the property here mortgaged, relative to any cloud on the title of the property here mortgaged, or relative to any lien, charge, or claim of same, or if any action be brought for the breach of any obligation hereunder, the Mortgagor will pay, in addition to all other sums provided herein, a fee of 15% of the amount due if the original amount of the mortgage is over \$300 to an attorney relative to such matters, and if such fee is paid or incurred by the Mortgagee, the same shall be an additional debt secured by this mortgage, immediately due and payable. 6. The Mortgagor covenants that the above property is and will remain free and clear of all liens and encumbrances except for this mortgage, and the Mortgagor agrees to personally retain possession of these premises, and not sell, lease or further mortgage the same. Breach of any of the provisions of this paragraph shall be a default hereunder, on which the entire balance occurred hereby shall 7. If the Mortgagor shall fail to pay any part of any payment due hereunder, whether present or future indebtedness, when due, or breach or fail to do or perform any other covenant, agreement act or thing herein required or agreed to be done or performed, in such event, the whole indebtedness hereby secured shall, at the option of the Mortgagee, without notice, become immediately due and payable, and the Mortgagee shall have the right to immediate possession of the mortgaged property, and after or without taking possession of said property, to sell same at public sale after giving 30 days notice of the time and place of such sale by publishing such notice once a week for three successive weeks in a newspaper published in said County. The proceeds of such sale shall be applied (1) to the cost of the sale, including attorney's fees, (2) to all indebtedness secured hereby, and (3) any remainder refunded to the Mortgagor. The Mortgagee may bid at such sale and purchase such property. 8. If the Mortgagor shall well and truly do and perform all things required herein, and pay all of his indebtedness to the Mortgagee, whether or not related to the debt herein specifically referred to, without limitation as to amount or when advanced, then this conveyance shall be null and void; otherwise it shall continue in full force and effect. 9. Wherever used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine gender shall include all genders. Southern Manor Mobile Home Court, Inc. (SEAL) Crestwood Manor, Inc. Frank C. Wilkes, St., as its President (SEAL) / Kichard T. Owens Frank 6 lette from M. (SPAL) Frank C. Wilkes, Jr. STATE OF ALABAMA COUNTY OF CHANK JEFFERSON , a Notary Public in and for said County, in said State, hereby certify that Frank/C. Wilkes, Jr., an unmarried man, Frances W. Owens & Husband Richard T. Owen whose names are Signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 39

MORIGAGE

Southern Manor Mobile Home Court, Inc., Crestwood Manor, Inc.,

Mortgagor), is justly indebted to FIRST STATE BANK OF LINEVILLE (herein called the Mortgagee), in the sum of

and may become indebted to the Mortgagee in additional amounts, payable as provided in the note of the Mortgagor,

Thirty eight thousand one hundred forty four and 29/100---- Dollars (\$38,144.29),

the Mortgagee, whether or not related to the above mentioned note, without limitation as to amount, whenever advanced, and when-

ever due, before the full payment and satisfaction of record of this mortgage, the Mortgagor has granted, bargained, sold,

the property described on the attached sheet, marked "Exhibit A" and made a part hereof

Now therefore, to secure the prompt payment of the above indebtedness and any other indebtedness owing by the Mortgagor to

Frank C. Wilkes, Jr., Frances W. Owens & Husband Richard T. Owens

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"EXHIBIT A"

PARCEL I

TALLADEGA COUNTY PROPERTY: Lots 1 through 11, Block 3, and the South 90 feet of Lots No. 10, 11, 12, and 13 of Block 1, of Hodges Subdivision Revised, a plat of which is recorded in the Office of the Judge of Probate of Talladega County, Alabama, in Plat Book 2 at Page 93, and also Lots 20, 21, 22, 23 and 24 of Westville Subdivision, according to map recorded in the Office of the Judge of Probate of Talladega County, Alabama, in Map Book 3 at Page 78.

PARCEL II

Begin at the SE corner of Section 2, Township 24 North, Range 12 East, Shelby County, Alabama; thence West along the South line of said Section 2 for 2671.84 feet; thence right 85 deg. 51' 09" in a Northerly direction 981.67 feet to an old iron for the point of beginning; thence right 1 deg. 48' 41" in a Northerly direction 1356.18 feet to the South right of way of Alabama Highway No. 25, sail last mentioned line passes through an old iron sometimes referred to and used as the SW corner of the SW1/4 of the NE1/4 of said Section 2; thence right 93 deg. 15' 48" in an Easterly direction along said South right of way 409.47 feet to the NW corner of Murray Hill Subdivision - Sector One as recorded in Map Book 5, Page 92, in the Shelby County Probate Office; thence right 96 deg. 17' 26" in a Southerly direction along the West boundary of said Murray Hill Subdivision - Sector One 1343.47 feet to an old iron; thence right 91 deg. 53' 12" in a Westerly direction along an old fence 419.38 feet to the point of beginning being located in the W1/2 of SE1/4 and the SW1/4 of NE1/- of said Section 2, Township 24 North Range 12 East, EXCEPT the following:

Begin at the SE corner of Section 2, Township 24 North, Range 12 East, Shelby County, Alabama; thence West along the South line of said Section 2 for 2671.84 feet; thence right 85 deg. 51' 09" in a Northerly direction 981.67 feet to an old iron; thence right 1 deg. 48' 41" in a Northerly direction 1197.39 feet to the point of beginning; thence continue along said course 158.79 feet to the South right of way of Alabama Highway No. 25, said last mentioned line passes through an old iron somtimes referred to and used as the SW corner of the SW1/4 of the NE1/4 of said Section 2; thence right 93 deg. 15' 48" in an Easterly direction along said South right of way 124.47 feet; thence right 86 deg. 44' 12" in a Southerly direction 15%279 feet; thence right 93 deg. 15' 48" in a Westerly direction 124.47 feet to the point of beginning. Situated in Shelby County, Alabama.

PARCEL III

Lot 5, Block 1, according to the Plat of Southern Meadows, Section 7, Part D, as the same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 14, at Page 136.

PARCEL IV

Lot 25, Block E, according to the Plat of Southern Meadows, Section 7, Part D, as the same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 14, at Page 136.

STATE OF ALABAMA JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Frank C. Wilkes, Jr. whose name as President of SOUTHERN MANOR MOBILE HOME COURT, INC., a corporation, is signed to the foregoing

conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. \mathbb{Z} Given under my hand this the 1/2 day of \mathbb{Z} My Commission Expires: MY COMMISSION EXPIRES AUGUST 29, 1985 STATE OF ALABAMA JEFFERSON COUNTY) I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Frank C. Wilkes, Jr. whose name as Executive Vice President of CRESTWOOD MANOR, INC., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this the ///__ late of Makama. Valladona Co. I hereby certify that the sandwing sees have been collected on this instru My Commission Expires: ument as required by law. MY COMMISSION EXPIRES AUGUST 23, 1983 Indexing the Recording OURSELLS, RUHANN hidge of Probate grank C. Wilkes. . STATE OF ALA. 2.50 11,60 11.5-350 86 1.6436 How 15 10 17 AH 184

- Telephone Style

JUDGE OF FROBATE