[redacted] [redacted] MORTGAGE Birmi[redacted] Alabama 352..

COUNTY OF CLAY } Southern Manor Mobile Home Court, Inc., Crestwood Manor, Inc., Frank C. Wilkes, Jr., Frances W. Owens & Husband Richard T. Owens

Whereas the undersigned Southern Manor Mobile Home Court, Inc., Crestwood Manor, Inc., Frank C. Wilkes, Jr., Frances W. Owens & Husband Richard T. Owens (herein called the Mortgagor), is justly indebted to FIRST STATE BANK OF LINEVILLE (herein called the Mortgagee), in the sum of Thirty eight thousand one hundred forty four and 29/100----- Dollars ($38,144.29), and may become indebted to the Mortgagee in additional amounts, payable as provided in the note of the Mortgagor,

Now therefore, to secure the prompt payment of the above indebtedness and any other indebtedness owing by the Mortgagor to the Mortgagee, whether or not related to the above mentioned note, without limitation as to amount, whenever advanced, and whenever due, before the full payment and satisfaction of record of this mortgage, the Mortgagor has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto the Mortgagee ~~XXXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

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

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, against the claims of all persons whomsoever.

This mortgage is made subject to the following covenants, conditions, and agreements:

1. The Mortgagor will promptly perform all agreements herein contained, including those for the payment of money, and while there is no default therein shall retain possession of the mortgaged property.

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 insurance at the expense of Mortgagor.

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 any money so paid shall constitute an additional debt secured hereby, immediately due and payable. Mortgagor agrees to keep said property in good condition, and shall make no structural changes thereon without the written consent of the Mortgagee, and agrees to pay all taxes, assessments, and other claims, charges, or liens that may become liens upon said property.

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 secured hereby shall be immediately due and payable.

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.

BOOK 009 PAGE 560

Given under our hands and seals this 17 day of October, 19 84.

Crestwood Manor, Inc.

By Frank C. Wilkes Jr.
Frank C. Wilkes, Jr., as its ~~President~~ Exec. Vice

Richard T. Owens
Richard T. Owens

Southern Manor Mobile Home Court, Inc. (SEAL)

By Frank C. Wilkes Jr. (SEAL)
Frank C. Wilkes, Jr., as its President

Frances W. Owens (SEAL)
Frances W. Owens

Frank C. Wilkes Jr. (SEAL)
Frank C. Wilkes, Jr.

STATE OF ALABAMA

COUNTY OF ~~XXXX~~ JEFFERSON

I, Jennifer K. Salazar, 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 17 day of October, 1984.

Martha Haskell Slaughter

Jennifer K. Salazar
Notary Public
MY COMMISSION EXPIRES ... 23, 1987

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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, said 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 NE1/4 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 158.79 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.

[redacted] [redacted] [redacted]

RLPY 0696 PAGE 0654

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.

Given under my hand this the 17 day of October, 1984.

Jennifer K. Salyers
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES AUGUST 23, 1988

NOTARY PUBLIC

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BOOK 009 PAGE 562

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 17 day of October, 1984.

Jennifer K. Salyers
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES AUGUST 23, 1988

State Of Alabama, Talladega Co. I hereby certify that the following fees have been collected on this instrument as required by law.

Deed Tax	
Mtg. Tax	57.30
Indexing fee	1.00
Recording	4.50
Total	62.80

[illegible] R. HANN
Judge of Probate

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

1984 NOV 21 AM 10:11
TAX Pd in Talladega Co.

JUDGE OF PROBATE

Rec 7.50
Ind 3.00
10.50

Frank C. Wilkes,

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT

NOV 15 10 17 AM '84

JUDGE OF PROBATE

2.50 11.00