

STATE OF ALABAMA

TALLAPOOSA COUNTY

Know All Men By these Presents, That whereas the undersigned (hereinafter called Mortgagor)

Rex W. Milner and wife Kathy T. Milner  
justly indebted to Bank of Dadeville, a Corporation, Dadeville, Alabama (hereinafter called Mortgagee),  
in the sum of eighty five thousand two hundred three and 30/100----- Dollars  
evidenced by one promissory note in like amount due and payable May 30, 1985  
with interest from date.

and whereas the said Mortgagor is  
desirous of securing the prompt payment of said indebtedness with interest when the same falls due, NOW  
THEREFORE, IN CONSIDERATION of the said indebtedness, and to secure the prompt payment of the same  
at maturity, and also to secure all further or additional indebtedness from the undersigned to the holder of  
said note at any time before the payment of the debt hereby secured

the said Mortgagor does hereby grant, bargain, sell and convey unto said Mortgagee the following described  
real property situated in <sup>SHELBY</sup> Tallapoosa County, State of Alabama, to wit:

Lot 3-C, according to Potters Resurvey of Milner Subdivision,  
Lot 3, as recorded in Map Book 8, Page 175 in the Office of the  
Judge of Probate of Shelby County, Alabama; being situated in Shelby  
County, Alabama.

BOOK 010 PAGE 333

BANK of DADEVILLE

*"The Lake Martin Bank"*

P. O. BOX 58 DADEVILLE, ALABAMA 36853

THIS INSTRUMENT PREPARED

*Julius H. Berry*  
DADEVILLE, ALABAMA 36853

said property warranted free from all encumbrances against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee, its successors and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pay said indebtedness, and any future or additional indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published at Dadeville, in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, in Dadeville, Alabama, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other encumbrances with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Equity, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF Rex W. Milner and wife Kathy T. Milner

have hereunto set their signature and seal, this 29th day of November, 1984.

Witnesses:

Rex W. Milner (SEAL)  
Kathy T. Milner (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE STATE OF ALABAMA  
TALLAPOOSA COUNTY

I, Julia H. Berry, a Notary Public in and for said County, in said State, hereby certify that Rex W. Milner and wife Kathy T. Milner whose names 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 the conveyance they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 29th day of November, 1984. My Comm. expires 3/12/88

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1984 NOV 30 AM 10:38  
JUDGE OF PROBATE

RECORDING FEES  
Mortgage Tax \$127.95  
Deed Tax \_\_\_\_\_  
Mineral Tax \_\_\_\_\_  
Recording Fee 5.00  
Index Fee 1.00  
TOTAL \$133.95

|                                                                                                                                                                                                                                                                       |                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| TO                                                                                                                                                                                                                                                                    | BANK OF DADEVILLE<br>Dadeville, Alabama |
| MORTGAGE DEED                                                                                                                                                                                                                                                         |                                         |
| THE STATE OF ALABAMA                                                                                                                                                                                                                                                  |                                         |
| County                                                                                                                                                                                                                                                                |                                         |
| Judge of the Probate Court of said County, hereby certify that the foregoing conveyance was filed for registration in this office on the _____ day of _____, 19____ and was recorded in Vol. _____ Record of Mortgages, pages _____ on the _____ day of _____, 19____ |                                         |
| Judge of Probate                                                                                                                                                                                                                                                      |                                         |
| Mtg. Tax                                                                                                                                                                                                                                                              | \$ _____                                |
| Recording Fee                                                                                                                                                                                                                                                         | \$ _____                                |
| Total                                                                                                                                                                                                                                                                 | \$ _____                                |