MORTGAGE FORM

State of Alabama

Shelby County

MORTGAGE

THIS IDENTURE is made and entered into this 9 day of July	
WHEREAS Curtis E. Bradley and Jo Anne Bradley	and the second of the second o
stateljusts indebted to the Mortagee in the principal same of Thirty thousand fifty dollars to 30,053.50 Das evidence in a condance with insterms, and what has a tool to our avidence. July 8th	rewith, which bears to the remaining the second section of the section of the second section of the second section of the second section of the section of the second section of the second section of the second section of the section of the second section of the section of th

This loan is payable in 35 monthly payments of \$463.00 beginning on August 8, 1985, and one final payment of \$25,459.59 due on July 8, 1988.

See W. T. PEREFORE, in consideration, and all a term payable of all debrains on an earlied by such expressions and renewals irbe a payable of all orderest thereon, is hereinatter collectively called "Debrains the compliance such all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagor, the following described real estate, situated in ______ Shelby ______ County, Alabama (said real estate being hereinafter called "Real Estate"):

A tract of land situated in the West 1/2 of Section 7, Township 24 North, Range 13 East, Shelby County, Alabama, more particularly described as follows: Commence at the SW corner of the SW% of the SW% of Section 7, Township 24 North, Range 13 Zast, Shelby County, Alabama and run North along the West line of said Section 659.72 feet to point of beginning of herein described property; thence continue along last described course 975.74 feet; thence an angle to the right of 73 deg. Ol min. and run Northeasterly 237.1 feet; thence an angle to the left of 11 deg. 47 min. and run Northeasterly along a boundary fence to a point of intersection with the Westerly right of way line of Alabama Highway No. 155; thence Southeasterly along said Westerly right of way line 141.68 feet (Deed) to a point of curve to the right; thence continue Southeasterly along said right of way line for a chord distance of 530.9 feet (More or less) to a point which is the most Northern corner of a one acre tract described in Deed 300 page 362, as recorded in the Probate Office of Shelby County, Alabama; thence right 97 deg. 25 min. 35 sec. and run Southwesterly 210.00 feet; thence left 97 deg. 21 min. 37 sec. and run Southeasterly 210.00 feet; thence right 97 deg. 03 min. 19 sec. and run Southwesterly 1185.83 feet to the point of beginning; being situated in Shelby County Alabama.

BOOK 040 16

Gentral State Bank

Together with all the rights, privileges, renements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this mortgage.

TO HAVE AND TO HOLD the Real Estate unto the Mortagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that the Mortagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all, Mortagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all, mortagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all, mortagor is lawfully daims of all persons.

For the purpose of forther securing the payment of the Debt, the Mortgagor agrees to: (1) pay all cazes, assessments, and other liens taking priority over this recornage (hereinafter jointly called "laens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the recornage (hereinafter jointly called "laens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, against loss by fire, vanishing the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vanishing the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee endorsement, with loss, if any, payable to the Mortgagee, as its interest near appear; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real bis includes the Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements therefor must provide that they may be cancelled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee.

The Mortgagor hereby assigns and pledges to the Mortgagoe, as further security for the payment of the Debt, each and every policy of hazard insurance now or largester in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every in relative in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every in policy, including but not limited to all of the Mortgagor's tight, title and interest in and to any premiums paid on such hazard insurance, including all mights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above them, at the election of the Mortgagor may be foreclosed as any person, the Mortgagor may declare the entire Debt due and this mortgage subject to foreclosure, and this mortgage may be foreclosed as any person, the Mortgagor may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagor may wish) against such rosks of loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagor, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagor is used in payment of Liens shall become a debt due by the Mortgagor to the Mortgagor and at once payable, without demand upon or notice to the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by the Mortgagor until paid at the rate provided in the promisery note or notes referred to hereinabove.

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee the following described property, rights, claims, tents, profits, issues and revenues:

1 all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, to all rents, profits, issues, and revenues and revenues; reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such tents, profits, issues and revenues;

2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, or to any thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, in rights appurtenant thereto, including any award for change of grade of streets, and all payments for the voluntary sale of the Real Estate, or any part thereof, in rights appurtenant thereto, including any award for change of grade of streets, and all payments for the voluntary sale of the Mortgagor to execute and deliver here of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver here of the exercise of the power of eminent domain. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount, or any part thereof, so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all time's to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and pavable, at the option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof or any interest therein.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be may be a support of the Mortgagee by one of its officers.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, recenues and profits of the gage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, recenues and profits of the gage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, recenues and profits of the gage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, recenues and profits of the gage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, recenues and profits of the gage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, recenues and profits of the gage.

UPON CONDITION, HOWEVER, that if the Morrgagor pays the Debt (which Debt includes the indebtedness evidenced by the promissory note or notes referred to bereinbefore and all value attensions and renewals) thereof to bereinbefore and any and all extensions and renewals thereof to bereinbefore and any and all extensions and renewals thereof to be reinbefore and any amounts the Morrgage has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its and reinburses the Morrgage for any amounts the Morrgage has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its and reinburses the Morrgage; this correvance shall be null and void. But if (I) any warranty or representation made in this mortgage; (I) default is made false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Morrgage; (I) the Debt, or any part thereof, terms a payment to the Morrgage of invision paid by the Morrgage under the authority of any provision of this morrgage; (I) the Debt, or any part thereof, the authority of any provision of the enforcement of any prior lien or encuming a thereof, the interest of the Morrgage in the Real Estate, or any part thereof, under the statures of Alabama relating to the bens of mechanics and thereof, turbinut regard to the existence of nonexistence of the debt or the lien on which such statement is based; (I) any law is passed imposing or integral twithout regard to the existence of nonexistence of the debt or the lien on which such statement is based; (I) any law is passed imposing or integral twithout regard to the existence of nonexistence of the debt or the lien on which such statement is based; (I) any law is passed imposing or integral twithout regard to the existence or nonexistence of the debt or the lien on which such statement is based; (I) any law is passed imposing or integral twithout regard to the existence or nonexistence of the debt or the lien on which such statement of this

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The Morgagor hards to pay advosts, including reasonable attorners fees, mourted by the Mortgago in coarcing or so oring or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such hen or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either unless this power of sale contained between or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs mourted by the Mortgagor shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchaser money. In the event of a sale hereunder, the Mortgagoe, or the owner of the Debt and mortgage, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a statutory warranty deed to the Real Estate.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entines. All covenants and agreements herein made by the undersigned shall band the heits, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee's successors and assigns.

In wirness whereof, the undersamed Mortgagor has (have) executed this instrument on the date first written above.

Joan Brodley





