

This instrument was prepared by

(Name) Jane M. Martin, Asst. V. P. Loan Adm.

(Address) Shelby State Bank, P. O. Box 633, Helena, Ala. 35080

Form 1-1-22 Rev. 1-68

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,
Wilburn Anthony Seales and wife, Tammy Maria Seales

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Shelby State Bank, an Alabama Banking Corporation

(hereinafter called "Mortgagee", whether one or more), in the sum of ~~-----~~Forty-eight Thousand Eight Hundred and no/100 ~~-----~~ Dollars (\$ 48,800.00), evidenced by their note of even date

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, Wilburn Anthony Seales and wife, Tammy Maria Seales

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

A parcel of land in the NW 1/4 of the NE 1/4 of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama; described as follows:
Commence at the Northwest corner of said 1/4-1/4 Section, Thence run East along the North 1/4-1/4 line a distance of 43.57 feet, Thence turn right 73 degrees 30 minutes 00 seconds and run a distance of 401.0 feet to a point on the Westerly right-of-way of U. S. Highway #31, Thence turn left 23 degrees 18 minutes 00 seconds and run Southeasterly along said r.o.w. 126.88 feet to the point of beginning: Thence continue last course along said right-of-way 88.57 feet, Thence turn right 98 degrees 28 minutes 09 seconds and run Southwesterly 300.40 feet to a point on the Northeast right-of-way of the L & N Railroad, Thence turn right 119 degrees 06 minutes 31 seconds and run North 110.76 feet, Thence turn right 63 degrees 08 minutes 20 seconds and run Northeasterly along the center of a joint gravel drive a distance of 233.72 feet to the point of beginning. Situated in Shelby County, Alabama.
According to the survey of Amos Cory, R. L. S. 10550, dated August 15, 1985.

This is a construction mortgage

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, 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 pays said 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 incumbrance 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 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, (or the division thereof) where said property is located, 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 incumbrances, 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 Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

Wilburn Anthony Seales and wife, Tammy Maria Seales

have hereunto set our signatures and seal, this

18th day of October, 1985

X Wilburn Anthony Seales (SEAL)
 Wilburn Anthony Seales
 X Tammy Maria Seales (SEAL)
 Tammy Maria Seales (SEAL)

BOOK 046 PAGE 27

THE STATE of Alabama }
 Shelby COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Wilburn Anthony Seales and wife, Tammy Maria Seales

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 18th day of October, 1985

Thomas Jones Cobb Notary Public.
 My Commission expires 6-13-89

THE STATE of _____ }
 _____ COUNTY }

I, _____, a Notary Public in and for said County, in said State, hereby certify that

whose name as _____ of _____ 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 such 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 and official seal, this the _____ day of _____, 19____, _____ Notary Public

STATE OF ALA. SHELBY CO.
 I CERTIFY THIS INSTRUMENT WAS FILED
 1985 OCT 23 AM 10:34

Thomas A. Scarborough, Jr.
 JUDGE OF PROBATE

MORTGAGE DEED

Return to:
 Wilburn Anthony Seales
 Tammy Maria Seales
 TO
 Shelby State Bank
 P. O. Box 633
 Helena, Alabama 35080

| RECORDING FEES | |
|----------------|-----------------|
| Mortgage Tax | \$ 73.20 |
| Deed Tax | _____ |
| Mineral Tax | _____ |
| Recording Fee | 5.00 |
| Index Fee | 1.00 |
| TOTAL | \$ 79.20 |

THIS FORM FROM
 Lawyers Title Insurance Corporation
 Title Guarantees Division
 TITLE INSURANCE - ABSTRACTS
 Birmingham, Alabama