

This instrument was prepared by

(Name) ¹⁹⁴³ Jane M. Martin, Asst. V. P. Loan Adm.

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

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

W. Paul Yeager and wife, Clara Y. Yeager

(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 Two Hundred Eight Thousand Four Hundred and no/100-----Dollars (\$ 208,400.00), 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, W. Paul Yeager and wife, Clara Y. Yeager

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:

Clara Y. Yeager is one and the same person as Clara Yeager.

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

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Courtney Mason

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 Mortgagees 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 W. Paul Yeager and wife, Clara Y. Yeager

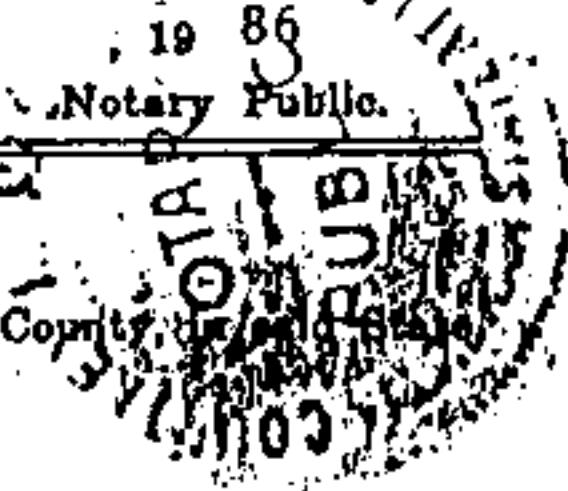
have hereunto set our signatures and seal this day of May, 19 86

X *W. Paul Yeager* (SEAL)
W. Paul Yeager
X *Clara Y. Yeager* (SEAL)
Clara Y. Yeager (SEAL)
(SEAL)

THE STATE of Alabama }
Shelby COUNTY }
I, the undersigned authority, a Notary Public in and for said County, in said State,
hereby certify that W. Paul Yeager and wife, Clara Y. Yeager

whose name s 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 day of May, 19 86

THE STATE of }
COUNTY }
I, a Notary Public in and for said County,
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



Return to:

W. Paul Yeager
Clara Y. Yeager

TO

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

MORTGAGE DEED

THIS FORM FROM
lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

PARCEL 1-A

A part of the NW $\frac{1}{4}$ - NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ - NE $\frac{1}{4}$, of Section 20, and a part of the NW $\frac{1}{4}$ - NW $\frac{1}{4}$ of Section 21, all in Township 20 South Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the NW corner of Section 21, T.S. 20S, R2W, Shelby County, Alabama and run thence S 88°-15'-28" E along the North line of said Section 21 a distance of 386.86' to a point on the Northwesternly right of way line of the Seaboard Coast Line Railroad, Thence run S 41°-38'-24" W along said right of way line a distance of 1,506.65' to a point on the said railroad right of way line on the North edge of a dirt road that crosses the track, thence run N 51°-45'-15" W a distance of 205.73' to a point, Thence run N 37°-15'-41" W a distance of 208.00' to a point, Thence run N 53°-08'-09" W a distance of 310.16' to a point, Thence run N 46°-06'-04" W a distance of 196.67' to a point, Thence run N 69°-04'-55" W a distance of 105.82' to a point, Thence run N 83°-39'-47" W a distance of 187.22' to a point, Thence run N 87°-04'-06" W a distance of 119.50' to a point, Thence run S 72°-35'-53" W a distance of 144.73' to a point, Thence run N 38°-32'-19" W a distance of 298.85' to a point on the Southeasterly right of way line of Shelby County Highway No. 11, Thence run N 51°-27'-41" E along the said right of way line of said highway a distance of 435.00' to a point on the North line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 20, T.S. 20S, R2W, Thence run S 89°-52'-30" E along the North line of said Section 20 a distance of 1,680.08' to the point of beginning, containing 32.66 acres and subject to all agreements, easements, restrictions and/or limitations of probated record or applicable law.

Less and except the following described property:

Commence at the Southwest corner of the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$, Section 20, T.S. 20S, R2W, Shelby County, Alabama and run thence N 3°-27'-17" W along the West line of said $\frac{1}{4}$ $\frac{1}{4}$ a distance of 538.65' to a point on the Southerly right of way line of Shelby County Highway No. 11, Thence run N 51°-27'-41" E along said right of way line a distance of 791.98' to the point of beginning of the property being described, Thence continue along last described course a distance of 253.87' to a point on the Westerly line of a proposed road, Thence run S 54°-00'-00" E along said Westerly line of said proposed road a distance of 126.77' to the P.C. of a curve to the left having a central angle of 21°48'-12" and a radius of 530.0', Thence continue along said curve an arc distance of 201.69' to the P.T. of said curve, Thence run S 33°-15'-49" E a distance of 257.39' to a point, Thence run N 83°-39'-47" W a distance of 181.32' to a point, Thence run N 87°-04'-06" W a distance of 119.50' to a point, Thence run S 72°-35'-53" W a distance of 144.73' to a point, Thence run N 38°-32'-19" W a distance of 298.85' to the point of beginning, containing 3.0 acres and subject to all agreements of probated record.

In addition to the above-described property, the following described property shall be included in the attached mortgage.

The NW $\frac{1}{4}$ of Section 21, Township 20 South, Range 2 West, and all that part of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 20, Township 20 South, Range 2 West, lying South and West of the Seaboard Coast Line Railroad. Less and except the following described property:

Begin at the N.W. corner of the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$, Section 21, Township 20 South, Range 2 West, Shelby County, Alabama and run thence S 89°-49'-41" W along the South line of the N.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section 20, T.S. 20S, R2W a distance of 637.16' to a point on the East right of way line of the Seaboard Coast Line Railroad, Thence run N 41°-38'-24" E along said Easterly right of way line of said railroad a distance of 138.18' to a point, Thence run N 76°-33'-18" E a distance of 342.81' to a point, Thence run N 31°-12'-38" E a distance of 86.17' to a point, Thence run S 60°-29'-05" E a distance of 89.94' to a point, Thence run S 74°-18'-08" E a distance of 433.85' to a point 330.0' East of the West line of Section 21, Thence run S 0°-50'-31" E parallel with the said West line of said Section 21 a distance of 718.94' to a point, Thence run S 88°-15'-29" E a distance of 148.0' to a point, Thence run N 52°-49'-50" E a distance of 96.57' to a point, Thence run S 73°-42'-15" E a distance of 241.37' to a point, Thence run S 88°-15'-29" E a distance of 388.76' to a point, Thence run S 0°-50'-31" E parallel with the same said West line of Section 21 a distance of 674.89' to a point, Thence run Westerly a distance of 1,175.87' more or less, to a point, Thence run N 0°-50'-31" W along the said West line of said Section 21 a distance of 1,290.71' to the point of beginning, containing 26.42 acres and subject to all agreements and easements of probated record.

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Parcel 3

Part of the SE 1/4 of the SW 1/4 of Section 13, Township 20 South, Range 3 West, and said part being more particularly described as follows: Commence at the Southwest corner of Section 13, Township 20 South, Range 3 West; thence run Easterly along the South line of Section 13, a distance of 1737.12 feet to an iron pin on the ridge line of a mountain; thence turn an angle of 69 deg. 45 min. to the left and run Northerly along the ridge line of said mountain a distance of 125.00 feet to an iron pin, said pin being the point of beginning; from the point of beginning thus established, continue Northerly along the ridge line of the mountain a distance of 560 feet, more or less, to the Southerly right of way line of the Plantation Pipe Line; thence run Westerly along the said right of way line a distance of 335 feet, more or less, to the Easterly right of way line of an unpaved road; thence run Southerly along the said right of way line a distance of 585 feet, more or less, to a point 125.0 feet North of the South line of Section 13; thence run East and parallel to the said Section line a distance of 325 feet, more or less, to an iron pin on the ridge line of the mountain, said pin being the point of beginning; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

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

1986 MAY 30 PM 12:30

Thomas A. Scurlock, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax		<u>312.60</u>
3. Recording Fee		<u>10.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>323.60</u>