

THE STATE OF ALABAMA, BULLOCK COUNTY,

Know All Men by These Presents, That whereas

We, Robert W. Tucker, Jr. and wife, Laura A. Tucker, are

indebted to The First National Bank of Union Springs, Alabama

in the sum of-----One Hundred Fifty Thousand and no/100-----

DOLLARS

as evidenced by our promissory note, bearing even date herewith, and payable as follows to wit:

One note in the amount of \$150,000.00 being due and payable  
on demand.

Now in order to secure the prompt payment of said note, when due we the said Mortgagors  
for and in consideration of the premises, and for the sum of Five Dollars to us this day in hand paid by the said  
First National Bank the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said  
First National Bank the following described real estate, lying and being situated in  
Shelby County State of Alabama, to wit:

PARCEL I:

All that part of the following real estate which lies East of the Old Montevallo and Ashville public road, viz; A part of SW 1/4 of NW 1/4 of Section 25 and a part of S 1/2 of NE 1/4 of Section 26, all in Township 21 South of Range 3 West, described as commencing at Southwest corner of Southwest quarter of Northeast quarter (SW 1/4 of NE 1/4) of Section 26 and run North along West line of said SW 1/4 of NE 1/4 a distance of 220 yards for point of beginning; thence continue North along said West line of said SW 1/4 of NE 1/4, a distance of 7.88 chains; thence run Easterly land parallel with the North line of said S 1/2 of NE 1/4 of Section 26 and North line of said SW 1/4 of NW 1/4 of Section 25, a distance of 50 chains to center of Springs Creek; thence run in a Southerly direction along center of Spring Creek to its intersection with South line of said SW 1/4 of NW 1/4 of Section 25; thence run West along said South line of said SW 1/4 of NW 1/4 and along south line of SE 1/4 of NE 1/4 of Section 26, a distance of 24.2 chains to Southwest corner of said SE 1/4 of NE 1/4 of Section 26; thence run North along West line of said SE 1/4 of NE 1/4, a distance of 10 chains; thence run West a distance of 20 chains to point of beginning on West line of said S 1/2 of NE 1/4 of Section 26. Situated in Shelby County, Alabama.

PARCEL II:

That part of the N 1/2 of SW 1/4 of NE 1/4 of Section 26, Township 21 South, Range 3 West, being the South 521 feet lying West of old Montevallo-Ashville Road, and East of new Siluria-Montevallo right-of-way. Said right-of-way having been acquired by Shelby County in 1946. Situated in Shelby County, Alabama.

To Have and to Hold the aforesaid premises, improvements and appurtenances unto the said Mortgagee, it's successors  
heirs and assigns, forever. And we the said Mortgagors

do hereby covenant with the said Mortgagee, its successors  
heirs and assigns, that we are lawfully seized in fee of the said premises; that they are free of and from all incumbrance,  
and that we will warrant and forever defend the same against the lawful claims and demands of all persons.

But This Conveyance Is Made on the Following Conditions, Nevertheless, that is to say: If we shall well and  
truly pay, or cause to be paid, the said note and interest thereon, when due, then this conveyance shall become null and void.  
But should we fail to pay said note or any installment thereof, or either of them, with interest thereon at maturity, then  
all of said notes shall become due and payable at once, whereupon the said

assigns, personal representatives, agents or attorneys is hereby authorized and empowered to sell the said real property hereby  
conveyed, at auction, for cash, at courthouse steps in the city of Columbiana, Alabama,  
first having given notice thereof for three successive weeks by publication once a week in any newspaper then published in said County, such  
publication to contain a notice of the time, place, and terms of such sale, together with a brief description of the property

and out of the proceeds of said sale they shall first pay all ex-  
penses incident thereto, together with a reasonable attorney's fee, then retain enough to pay note and interest thereon; and the balance,  
if any, pay over to us

In the event of such sale the said Mortgagee

First Natl Bank and it's

assigns, personal representatives, agents and attorneys, are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance and the auctioneer making the sale is hereby empowered and directed to make and execute a deed to the purchaser in our name.

And it is also agreed that in case the mortgagee herein, its assigns or personal representatives, see fit to foreclose this mortgage in a Court having jurisdiction thereof, We will pay a reasonable attorney's fee therefor, which fee shall be and constitute a part of the debt hereby secured.

We further represent and declare to said mortgagee that the titles to said real estate are in our own right, and that the representations herein made as to titles and incumbrances are so made with the intent and for the purpose of obtaining this loan. We further specially waive all exemption which we have or to which we may be entitled under the Constitution and Laws of Alabama in regard to the collection of the above debt.

We further agree to keep the buildings on said property insured in good and reliable companies for not less than \$100,000.00 or insurable value----- Dollars, and have the policies payable to said Mortgagee, as it's interest may appear in said property, and deliver the same to it; and should we fail to insure said property then we authorize said Mortgagee to do so, and the premium so paid by it shall be and constitute a part of the debt secured hereby, and become due and payable at once at the option of said mortgagee;

We further agree to keep the buildings located on said property in an insurable condition, and failure to do so shall constitute a default in the terms of this mortgage, whereby the entire sum secured hereby shall become due and payable at once at the option of said mortgagee; We further agree to pay all taxes when due and should we fail to pay said taxes then we authorize said Mortgagee to do so, and the amount so paid by it shall be and constitute a part of the debt secured hereby, and become due and payable at once at the option of said mortgagee;

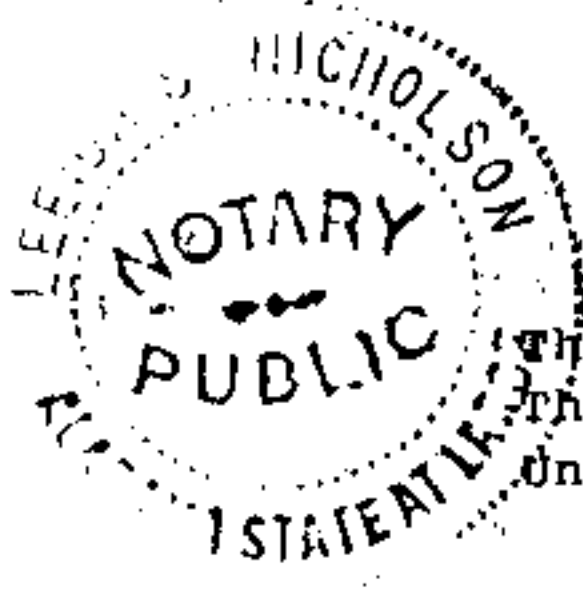
We also agree to pay the recording fee for having this mortgage recorded in the office of the Judge of Probate of Shelby County; and if we fail to pay said expenses then the mortgagee herein may pay the same and the amount when paid shall become a part of the debt secured hereby and shall become due and payable at the option of the mortgagee.

In Testimony Whereof we have hereunto set our hand and affix our seal on this the 8th day of May, 19 87 .  
Robert W. Tucker, Jr.  
Robert W. Tucker, Jr.  
Laura A. Tucker  
Laura A. Tucker

STATE OF ALABAMA, ~~SULLOCK COUNTY~~ COUNTY OF SHELBY

I, Leida S. Nicholson a Notary Public in and for said County and State, hereby certify that Robert W. Tucker, Jr. & Laura A. Tucker, 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 this conveyance have executed the same voluntarily, on the day the same bears date.

Given under my hand this the 8th day of May, 19 87..  
Leida S. Nicholson  
Notary Public.



This instrument was prepared by  
The First National Bank of  
Union Springs, AL. 36089

|                  |    |        |
|------------------|----|--------|
| 1. Doc. Fee      | \$ | _____  |
| 2. Mig. Fee      |    | 225.00 |
| 3. Recording Fee |    | 5.00   |
| 4. Indexing Fee  |    | 1.00   |
| TOTAL            |    | 231.00 |

SHelby COUNTY, ALABAMA  
I HEREBY CERTIFY  
THAT THIS INSTRUMENT WAS FILED  
1987 MAY -8 AM 7:51  
Thomas A. Brundage, Jr.  
JUDGE OF PROBATE

THE STATE OF ALABAMA, Shelby COUNTY. Office of Judge of Probate.  
I hereby certify that the within Mortgage was filed in this office for record on the 8th day of May, A.D. 19 87, at 7:51 o'clock A.M., and duly recorded in Book 129 of Mortgages, page 550 and examined, and that \$ \_\_\_\_\_ and \_\_\_\_\_ cents, the tax required by law, has been paid thereon.

Thomas A. Brundage, Jr.  
Judge of Probate.

BOOK 129 PAGE 551