

STATE OF ALABAMA
Shelby COUNTY

Know all men by these presents: That whereas, the undersigned,

Whatley & Allen, An Alabama General Partnership (herein called debtor^s)

justly indebted to First State Bank of Bibb County, West Blocton, Alabama

a corporation (herein called mortgagee) in the sum of (\$145,000.00)

One Hundred Forty Five Thousand and No/100-----DOLLARS

for money loaned, receipt of which sum is hereby acknowledged, which sum bears interest from Date

at Prime + 1 per cent per annum, interest payable As hereinafter provided, said

principal and interest being evidenced by waive promissory note of debtor^s, due and payable at

First State Bank Of Bibb County as follows: In 1 payment Of \$145,000.00
plus Interest due on November 24, 1988.

And whereas, it was agreed at the time said debt was incurred that said note should be given and secured in prompt payment at maturity respectively by this instrument, now, therefore, in consideration of the premises and one dollar paid to the undersigned on the delivery of this instrument, and in further consideration of said indebtedness, and in order to secure the prompt payment of the same, as it respectively matures and the prompt payment of any and all other debts debt- or s may now owe or hereafter owe mortgagee before the principal debt has been paid, and to secure the faithful per-

formance of all promises and agreements herein made, Whatley & Allen, An Alabama General Partnership

(herein called mortgagor),

do hereby grant, bargain, sell and convey to First State Bank of Bibb County, West Blocton, Alabama, a corporation,

(herein called mortgagee) successors and assigns, the following described real estate in Shelby
County, Alabama to-wit:

SEE ATTACHED EXHIBIT "B".

First State Bank of Bibb County
P.O. Box 188
West Blocton, AL 35184

all of which property is hereby warranted to belong to mortgagors in fee simple and is also warranted free from all incumbrance and against any adverse claims, except this mortgage.

Together with, all and singular, the tenements, hereditaments and appurtenances and rents, issues and profits thereon. To have and to hold, the above granted premises unto mortgagee, successors and assigns forever. Now, therefore, for the purpose of further securing the payment of all of said indebtedness debtor do hereby agree to pay and discharge, when due, all liens and other charges against said property and all taxes or assessments of any and all kind when imposed legally upon said property, and if debtor fail to pay and discharge, when due, all such liens and charges and said taxes and assessments, then mortgagee may at their option pay the same, and all amounts so expended by mortgagee together with all sums expended by mortgagee in protection of security hereof, or enforcing any rights accruing hereunder, shall become a debt of debtor to mortgagee due forthwith, and shall be covered and secured by this mortgage and bear interest from date of payment by mortgagee.

Upon condition, however, that if debtor shall faithfully keep and perform each of the promises and agreements herein made and shall pay said note promptly at maturity respectively, and pay all other debts which debtor now owes or may incur to mortgagee before the principal debt has been paid, at maturity, then this conveyance to be null and void; but should default be made in the payment of any sum lawfully expended hereunder by mortgagee or should any debt hereby secured, remain unpaid, as and when the same matures, or should default be made in any other agreement contained in this instrument, then in any one of said events, mortgagee shall have the right then and at any time thereafter during any default hereunder to declare the whole of the indebtedness hereby secured to be immediately due and payable, and foreclose this mortgage, sell said property and execute title to the purchaser, selling same in parcels or as a whole as mortgagee may see fit. Sale hereunder shall be made in front of the Court House of SHELBY

County, Alabama, at public outcry to the highest bidder for cash, after giving notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three successive weeks in some newspaper published in SHELBY County, Alabama or by proceedings in court, as mortgagee or assigns may elect.

The proceeds of sale, whether such sale is made under power of sale herein given or by order of court, shall be applied as follows: First, all lawful costs and expenses of suit, foreclosure, sale and conveying, including such reasonable attorney's fees therefor and for collection of indebtedness hereby secured as may be incurred; Second, to the payment of any amounts that may have been expended by mortgagee in paying insurance, assessments, taxes and other incumbrances, with interest thereon; Third, to the payment of the principal indebtedness hereby secured, together with the then earned interest thereon; and Fourth, to the payment of all other lawful debts hereby secured, the balance, if any, to be turned over to mortgagors or assigns.

Mortgagee, successors or assigns, or any of them, may at any sale hereunder or at any sale made under order of decree of Court, bid for and purchase said property the same as a stranger to this instrument, and mortgagee or assigns or the attorney or auctioneer making the sale or any agent or representative of mortgagee or assigns is hereby authorized to execute title to the purchaser. Debtor do further agree to pay such reasonable attorney's fees as may be incurred by mortgagee, or successors or assigns, for the foreclosure of this mortgage, whether under the power of sale herein or by suit, all such fees to be a part of the debt hereby secured, whether incurred under the power of sale herein contained or in court proceedings.

Any mortgages or liens now held or owned by mortgagee on said property as security for any part of the debt hereby secured are reserved in full force for the payment of same in addition to this mortgage.

This mortgage shall also secure any renewal or renewals, extension or extensions of the debt or any unpaid portion of the same hereby secured, notwithstanding the same may, from time to time, be extended or evidenced by other notes given by debtor do. Their heirs or assigns and accepted by mortgagee, or assigns, and whether such renewals be secured by additional mortgage or security or not, so long as said notes evidence the same debt or any portion of the same hereby secured. It is further agreed that no defect or irregularity in any sale hereunder or in the notice of such sale shall in any way affect or impair such sale or notice, but to the contrary, all such defects and irregularities are hereby waived. It is further agreed that the taking of additional security shall not affect or impair this mortgage or its lien.

If default is made hereunder and said note or notes, principal or interest, or any one or more of them placed in the hands of any attorney for collection, the debtor do agree to pay all such reasonable attorney's fees as may be incurred in the collection, whether same be made by suit, foreclosure, or otherwise, and such fees shall become a part of the debt hereby secured.

As against debts hereby secured debtor do waive all rights of exemption as to personal property under the Constitutions and Laws of Alabama and every other state.

Failure to pay any sum, debt, installment, or note secured hereby promptly when due shall, at the option of mortgagee, and upon written declaration of such default, render all sums, installments and notes then unpaid, whether due or not, due and payable forthwith and immediately and suit may be filed or foreclosure had as to the full amount and as to all sums secured by this mortgage.

It is further agreed by the parties hereto that debtor do will, during the time this mortgage remains unsatisfied keep the buildings on said property insured in some standard insurance company against all damages by fire and extended coverage for the benefit of mortgagee as mortgagee's interest may appear, in the amount required by mortgagee, to be shown by a New York Standard Mortgage clause attached to said policies, which shall be delivered to mortgagee, and debtor do will promptly pay all premiums becoming due on same. And it is further agreed that if debtor herein fails to pay said insurance premiums due on said policies, then mortgagee herein is hereby given the right to pay said premiums, and such sums so paid by mortgagee herein are to become an additional indebtedness secured by this mortgage, such insurance policies to be left with mortgagee, otherwise mortgagee may take out such insurance at the cost of undersigned and premiums therefor shall be debt secured hereby. Undersigned hereby covenant to defend the title and possession of the above property against all claims and demands of all persons whomsoever and further agree to pay all expenses incurred in defending or protecting, or attempting to protect or defend the possession or title to the property herein mortgaged, including all reasonable attorney's fees, and all such expenses and attorneys' fees are, and are to be, a part of the indebtedness hereby secured.

Mortgagor covenants and warrants with and to Mortgagee, successors and assigns that mortgagor is or are the owners in fee simple of the property herein described, that said property is free from all mortgages, liens or other encumbrances, that mortgagor has the right to execute this mortgage and convey this property according to the terms of this mortgage, and that mortgagor will, in case of foreclosure, forever protect and defend mortgagee, successors and assigns, in the quiet and peaceful possession of the property herein conveyed and that mortgagor will forever protect

and defend mortgagee, successors and assigns, in the quiet and peaceable enjoyment of the rights hereby conveyed, against the lawful claims and demands of all persons whomsoever, and mortgagor especially agrees to protect and defend the title and rights hereby conveyed and to pay all costs and expenses which may be incurred by mortgagee, successors and assigns in the protection or defense of said property or the title thereto, including attorney's fees and other legal expenses, all of which are hereby fully secured.

Witness OUR hand and seals on this the 26th day of May, 1988
Witnesses Glenn Lightsey Nora Whatley (L. S.)
Michael Allen (L. S.)
Jack Whatley (L. S.)
(L. S.)

BOOK 186 PAGE 976
STATE OF ALABAMA, BIBB COUNTY.

I, Tammy L. Johnson, a Notary Public in and for said County and State, do hereby certify that Nora Whatley, Michael Allen and Jack Whatley as Partners In
Whatley & Allen, An Alabama General Partnership
whose names are signed to the foregoing conveyance, and who M are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, have executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 26th day of May, 1988.

MY COMMISSION EXPIRES 4/1-4/1992

Tammy L. Johnson
Notary Public in and for State of Alabama County, Alabama

STATE OF ALABAMA, _____ COUNTY.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____
whose name _____ signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date. And I do hereby certify that on the _____ day of _____, 19____, came before me the within named _____

known to me to be the wife of the within named _____
who, being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraints, or threats on the part of the husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the _____ day of _____, 19____.

Notary Public in and for _____ County, Alabama

EXHIBIT "B"

Property situated in the SW 1/4 of Section 3, Township 24 North, Range 12 East and the SE 1/4 of Section 4, Township 24 North, Range 12 East. Begin at the SW corner of the SW 1/4 of Section 3, Township 24 North, Range 12 East; thence run East along the South line of said Section 552.16 feet to an iron pin; thence 46 deg. 17 min. 11 sec. left run Northeasterly for 1,873.17 feet; thence 0 deg. 03 min. 54 sec. right run 300.90 feet to an iron pipe; thence 48 deg. 13 min. 26 sec. left run Northerly for 45.44 feet to an iron pipe; thence 118 deg. 42 min. 38 sec. left run 47.01 feet; thence 12 deg. 13 min. 32 sec. left run 69.87 feet to an iron pipe; thence 87 deg. 35 min. 44 sec. right run Northwesterly for 199.78 feet to an iron pipe; thence 67 deg. 48 min. 25 sec. right run Northeasterly for 73.52 feet to an iron pipe; thence 2 deg. 20 min. 30 sec. right run 16.42 feet to an iron pipe; thence 26 deg. 14 min. 09 sec. left run Northerly for 300.06 feet to an iron pipe; thence 85 deg. 38 min. 46 sec. left run Westerly for 1,196.42 feet; thence 91 deg. 54 min. 42 sec. left run Southerly for 159.7 feet to an iron pipe; thence 41 deg. 54 min. right run 673.76 feet to an iron pipe; thence 73 deg. 27 min. 34 sec. right run Northwesterly for 737.81 feet to an iron pipe; thence 95 deg. 01 min. 44 sec. left run 455.80 feet to an iron pipe; thence 90 deg. 17 min. 18 sec. left run 40.0 feet; thence 90 deg. 03 min. 26 sec. right run Southwesterly for 514.00 feet to an iron pipe; thence 110 deg. 32 min. 00 sec. left run Easterly for 653.55 feet to an iron pipe; thence 97 deg. 13 min. 36 sec. to the right run Southerly for 284.67 feet to an iron pipe; thence 37 deg. 33 min. 45 sec. left run 205.31 feet to the west line of said Section 3 and an iron pipe; thence 29 deg. 21 min. 54 sec. right run 329.54 feet to the point of beginning; lying and being situated in Shelby County, Alabama.

SUBJECT TO:

Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 141 page 325; Deed Book 165 page 539, Deed Book 179 page 86 and Deed Book 232 page 370 in Probate Office of Shelby County, Alabama.

Mineral and mining rights if not owned by Grantor.

BOOK 186 PAGE 977

Glenn Lightsey
WITNESS

Whatley & Allen, An Alabama
General Partnership

Nora Whatley
NORA WHATLEY

Mike Allen
MIKE ALLEN
Jack Whatley
JACK WHATLEY

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JUN -1 AM 8:19

James A. Sanderson, Jr.
JUDGE OF PROBATE

1. Deed Fee \$ _____
2. Map Tax 217.50
3. Recording Fee 10.00
4. Indexing Fee 1.00
TOTAL 228.50