

STATE OF ALABAMA

Shelby COUNTY.

This is a Future Advance Mortgage  
This Instrument prepared by: Rita G. Cole of  
First Bank of Childersburg-Chelsea Branch  
P.O. Box 374  
Chelsea, Al 35043 285

THIS INDENTURE, Made and entered into on this, the 27th day of May 1988 by and between

Johnny W. Davis

hereinafter called Mortgagor (whether singular or plural); and

First Bank of Childersburg-Chelsea

hereinafter called the Mortgagee;

WITNESSETH: That, WHEREAS, the said

Johnny W. Davis

justly indebted to the Mortgagee in the sum of

Three hundred fifty thousand dollars and no/100

evidenced as follows, to-wit:

Two notes payable on 5-27-89.

187 PAGE 666

NOW, THEREFORE, IN CONSIDERATION of said indebtedness and any other indebtedness arising hereunder and in order to secure the same, and any other indebtedness now or hereafter owing to the Mortgagee by said Mortgagor, the Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, unto the Mortgagee, and the Mortgagee's successors and assigns, in fee simple.

And the Mortgagor does hereby covenant with the Mortgagee that the Mortgagor is lawfully seized in fee of said premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from incumbrance; and that the Mortgagor warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that, if the Mortgagor shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. But if the said Mortgagor should make default in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon, or should fail to keep any covenant in this mortgage contained, or should be adjudicated bankrupt, or if the improvements on said premises are damaged so as to make the insurance thereon or any part of said insurance payable, then, in the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, and failure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the south door of the court house of Talladega County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at three public places in said County.

In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagor in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title thereto as could a stranger.

Out of the proceeds of sale the Mortgagee shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee; secondly, the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and lastly, the surplus, if any, shall be paid to the Mortgagor, or the Mortgagor's heirs or assigns.

The Mortgagor covenants that the Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagor will insure, and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured, in some company acceptable to the Mortgagee, with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee the policies evidencing such insurance, and that the Mortgagor will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of the Mortgagor to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured in said amount the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may, at the Mortgagee's option, either pay said taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described — or the Mortgagee may, at the Mortgagee's election, proceed to foreclose this mortgage, as is hereinabove provided.

Mortgagor agrees and stipulates that as against the collection of this said indebtedness the said Mortgagor does hereby waive all right of exemptions, both as to homestead and personal property, under the constitution and laws of the State of Alabama, or of any other state, or of the United States.

IN WITNESS WHEREOF, the Mortgagor has hereto set the Mortgagor's hand and seal, on this, the day and year herein first above written.

(L. S.)

*John W. Davis*

(L. S.)

(L. S.)

(L. S.)

STATE OF ALABAMA,  
Shelby COUNTY }

I, the undersigned authority, in and for said County, in said State, hereby certify that.....

Johnny W. Davis

whose name is signed to the foregoing conveyance, and who is known to me (or made known to me) acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 27th day of May 19 88.

*Reta S. Cole*  
Notary Public

MY COMMISSION EXPIRES JULY 20, 1991

BOOK 187 PAGE 668

STATE OF ALABAMA,  
COUNTY }

I, the undersigned authority, in and for said County, in said State, do hereby certify that on the.....day of.....

19....., came before me the within named.....

known to me (or made 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.

Given under my hand and seal this the.....day of.....19.....

Notary Public

EXHIBIT "A"

Commence at the Southeast corner of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and run Westerly along the South line of said Section 31, a distance of 500.0 feet to the point of beginning of the property being described; thence continue along last described course a distance of 300.0 feet to a point by a steel pin; thence turn an angle of 90 deg. 37 min. 00 sec. to the right and run Northerly a distance of 800.00 feet to a point marked by a steel pin; thence turn an angle of 89 deg. 23 min. 00 sec. to the right and run Easterly a distance of 300.00 feet to a point marked by a steel pin; thence turn an angle of 90 deg. 37 min. 00 sec. to the right and run Southerly a distance of 800.0 feet to the point of beginning; being situated in Shelby County, Alabama.

ALSO, a non-exclusive easement more particularly described as follows: Commence at the Southeast corner of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and run thence Westerly along the South line of said Section 31, a distance of 800.0 feet to a point; thence turn an angle of 90 deg. 37 min. 00 sec. to the right and run Northerly a distance of 800.00 feet to a point; thence turn an angle of 89 deg. 23 min. to the right and run Easterly a distance of 21.38 feet to the center line point of beginning of the easement being described; thence turn an angle of 89 deg. 23 min. to the left and run a distance of 102.91 feet to the beginning (on center line) of a paved private driveway; thence continue along last described course a distance of 108.00 feet to the P.C. (point of curvature) of a curve to the right having a central angle of 90 deg. 00 min. and a radius of 130.00 feet; thence continue along arc of said driveway curve on center line of same an arc distance of 204.20 feet to the P.R.C. (Point on Reverse Curve) on a driveway curve to the left, having a central angle of 90 deg. 00 min. and a radius of 45.00 feet; thence continue along arc of said driveway curve an arc distance of 70.69 feet to the center line end of easement on the South right of way line of Highway Number 280. The width of just described easement is undetermined, however the width of existing driveway is 26.00 feet back of the curb to back of curb. All being situated in Shelby County, Alabama. Less and except any part of subject property lying within a public road right of way.

BOOK 187 PAGE 669

STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 JUL -3 AM 10:03

*Frederick W. Henderson, Jr.*  
JUDGE OF PROBATE

1. Deed Tax \$  
2. Mtg. Tax 525.00  
3. Recording Fee 1.00  
4. Indexing Fee 1.00  
TOTAL 536.00