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STATE OF ALABAMA Shelby

Ron E. Webster Vice President Bank of Childersburg, AL

	1st day of July	19by and between
THIS INDENTURE, Made and entered into o	on this, the	
THIS INDENTURE, Made and entered into a transmission in the Law i.sRWi.ndh.am.,L.L		444411111111111111111111111111111111111
nereinafter called the Mortgagee: WITNESSETH: That, WHEREAS, the said	lewis R. Windham, II	
WITNESSETH: That, WHEREAS, the said	F	
	is	(400 (25 000 00)
a. Alexandre	1 4 5 11 6 3	
justly indebted to the Mortgagee in the sum	which is	evidenced as follows, to-wit:
Dollars		ne sum of 25.000.00
One promissory installment note of even da	te from Morigagore to Morigania.	secutive, monthly installments
of55927 each, commencing the .1.0.th day of each month thereafter up	ntil the 1.0.th day of .Jul.y	, 199.3 , when the final
payment of	e due and payable.	

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:

A parcel of land located in the SW 1/4 of Section 11, Township 19, South, Range 2 East, Shelby County, Alabama, described as follows: Commence at the Northwest corner of maid Section 11; thence run South along the West line of said Section a distance of 3108.67 feet; thence turn left 71 deg. 52 min. 51 sec. a distance of 1463.71 feet to the point of beginning; said point being on the Southerly side of Spring Creek; thence continue last course along said Creek a distance of 184.94 feet; thence turn right 92 deg. 15 min. 00 sec. a distance of 315.00 feet; thence turn right 87 deg. 45 min. 00 sec. a distance of 194.46 feet; thence turn right 93 deg. 58 min. 42 sec. a distance of Also an easement 20 feet wide for the prupose of ingress, egress and utilities, between the above described property and Highway #231, 15 feet on each side of the following described centerline; Commence at the Southwest corner of the above described parcel; thence Northeasterly along the Westerly line of said parcel a distance of 29.24 feet to the point of beginning of said centerline; thence turn left 91 deg. 03 min. 35 sec. a distance of 90.13 feet; thence turn left 11 deg. 18 min. 06 sec. a distance of 31.75 feet to the Easterly right of way of Highway #231, being situated in Shelby County, Alabama.

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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 Mortgagoe'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 in 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	a Mortgagor's hand	and seal	, on this, the o	lay and year
herein first above written.		0	111.	1
(L,S.)	Lewis	Malch Nine	tell- dham, I I	(L.S.)
(L.S.) .	,ww+***********************************		···	(L.S.)

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

whose nameis.... signed to the foregoing conveyance, and whois..... known to me (or made known

2. Mtg. Tax

3. Recording Fee

4. Indexing Fee

STATE OF ALABAMA.

Shelby COUNTY

Lewis R. Windham, II