

REAL ESTATE MORTGAGE**THE STATE OF ALABAMA***This instrument was prepared by:*

Richard Moore, Attorney
616 2nd Avenue North
Clanton, AL 35045

Chilton and Shelby County

KNOW ALL MEN BY THESE PRESENTS: That whereas James B. LeNoir and wife,
Sharron C. LeNoir

have become justly indebted to The Peoples Savings Bank, with offices in Clanton, Alabama, (together with its successors and assigns, hereinafter called "Mortgagee"), in the principal sum of One Hundred Fifty Five Thousand Nine Hundred Ten and 49/100 ----- Dollars (\$155,910.49), together with interest thereon, as evidenced by a promissory note or notes, dated 9/26/88, and due and payable as follows:

As specified in said note or any extension or renewal thereof.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) this day cash in hand paid by Mortgagee to the undersigned, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including Future Advances) now or hereafter owed by any of the undersigned to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned James B. LeNoir and Sharron C. LeNoir

(whether one or more, hereinafter called the "Mortgagors") do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in Chilton & Shelby County, State of Alabama, viz:

SEE ATTACHED EXHIBIT "A" FOR REAL ESTATE DESCRIPTION.

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Peoples Sav. Bank
P.O. Box - 269
Clanton, Ala.
35045

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together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, and other equipment, and fixtures attached or appertaining to said premises, all of which shall be deemed realty and conveyed by this mortgage.

To HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the purpose of further securing the payment of said indebtedness the Mortgagors warrant, covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property, and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same (but Mortgagee is not obligated to do so).

3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind, and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay premiums therefor as the same become due. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind, and other hazards for the benefit of Mortgagors and Mortgagee, or Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for all sums becoming due thereunder; said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collection same, or to be used in repairing or reconstructing the premises, as Mortgagee may elect.

4. That all amounts so expended by Mortgagee for insurance or for the payment of taxes or assessments or to discharge prior liens shall become a debt due Mortgagee, shall be at once payable without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above or, if no such rate of interest is specified or if the rate specified would be unlawful, at the rate of 8% per annum from date of payment by Mortgagee, and such debt and the interest thereon shall be secured by the lien of this mortgage; and upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of the Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and the same may be foreclosed as hereinafter provided.

5. To take good care of the mortgaged property described above and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear along excepted.

6. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of said Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments by Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, or assessments, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by Mortgagors and by Mortgagee.

7. That they will well and truly pay and discharge every indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagors to Mortgagee whether now owing or hereafter incurred.

8. That after any default on the part of Mortgagors, Mortgagee shall be entitled as a matter of right to the appointment without notice to any party, of a receiver of the rents, issues and profits of said premises, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee not exceeding 15 percent of the unpaid debt after default shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.

9. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.

10. That the debt or debts hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the form and contents of such statement and without regard to the existence or non-existence of the debt, or any part thereof, or of the lien on which such statement is based.

11. That the debt or debts hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if Mortgagors should sell or transfer the mortgaged property, or any part thereof during the lifetime of this mortgage, without first having obtained the written consent of Mortgagee.

12. That the provisions of this mortgage and of the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes.

PARCEL #1

A lot or parcel of land described as follows: From a point on the North line of the Northwest Quarter of the Southeast Quarter, Section 26, Township 22, Range 14 where Yellowleaf Public Road crosses said line, run in a Southerly direction on and along said road 150 feet to the point of beginning. From the point of beginning thus established, continue to run in a Southerly direction along said road 150 feet to Settlement Road; thence in a Westerly direction and along said Settlement Road 210 feet to a point; thence run in a Northerly direction and parallel with said Yellowleaf Public Road 168 feet to a point; thence run in an Easterly direction 210 feet to the point of beginning, lying and being in the Northwest Quarter of the Southeast Quarter, Section 26, Township 22, Range 14, Chilton County, Alabama, LESS AND EXCEPT, however, the following described parcel to-wit: Beginning at a point on the North line of the Northwest Fourth of the Southeast Fourth of Section 26, Township 22, Range 14 where the Yellowleaf Public Road crosses said line and run in a Southerly direction on and along said road 300 feet to a Settlement Road; thence in a Westerly direction on and along said Settlement Road 132 feet to the point of beginning. From said point thus established continue on and along said Settlement Road 78 feet to a point; thence run in a Northerly direction and parallel with said Yellowleaf Public Road 168 feet to a point; thence run in an Easterly direction 78 feet to a point; thence run in a Southerly direction and parallel with said Yellowleaf Road to the point of beginning, lying and being in the Northwest Fourth of the Southeast Fourth, Section 26, Township 22, Range 14, Chilton County, Alabama.

PARCEL #2

Beginning at a point on the north line of the Northwest Fourth of the Southeast Fourth of Section 26, Township 22, Range 14, where the Yellowleaf Public Road crosses said line and run in a Southerly direction on and along said road 300 feet to a Settlement Road; thence in a Westerly direction on and along said settlement road 132 feet to the point of beginning. From said point thus established continue on and along said Settlement Road 78 feet to a point; thence run in a Northerly direction and parallel with said Yellowleaf Public Road 168 feet to a point; thence run in an Easterly direction 78 feet to a point; thence run in a Southerly direction and parallel with said Yellowleaf Road to the point of beginning, lying and being in the Northwest Fourth of the Southeast Fourth, Section 26, Township 22, Range 14, Chilton County, Alabama.

PARCEL #3

Beginning at a point on the North line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 26, Township 22, Range 14 where the Yellowleaf Public Road crosses said line, and run in a Southerly direction on and along said road 150 feet to a point; thence run in a Westerly direction 132 feet to a point thus established as the point of beginning, from said point run in a Westerly direction 78 feet to a point; thence run in a Northerly direction and parallel with said Yellowleaf Road 160 feet to a point; thence run in an Easterly direction on and along the South right-of-way line of the Blacksnake Public Road 78 feet to a point; thence run in a Southerly direction and parallel with said Yellowleaf Road 162 feet to the point of beginning, lying and being in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 26, Township 22, Range 14, Chilton County, Alabama.

PARCEL #4

Beginning at a point on the North line of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 26, Township 22, Range 14 where the Yellowleaf Public Road crosses said line, and run in a Southerly direction on and along said road 150 feet to a point; thence run in a Westerly direction 132 feet to a point; thence run in a Northerly direction and parallel with said Yellowleaf Road 162 feet to a point; thence run in an Easterly direction 132 feet to the point of beginning, lying and being in the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 26, Township 22, Range 14, Chilton County, Alabama.

This being Page 1 of Exhibit "A" to mortgage from James B. LeNoir and wife, Sharon C. LeNoir to The Peoples Savings Bank, dated Sept 30, 1988.

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SHELBY COUNTY:

PARCEL #5

A part of the E 1/2 of the NE 1/4 of Section 3, Township 24 North, Range 12 East, Shelby County, Alabama, described as follows: Commence at the Southeast corner of said Section 3 and run North along the East line of said Section 3 a distance of 2,685.08 feet; thence turn an angle of 62 degrees 14 minutes to the left and run a distance of 464.18 feet; thence turn an angle of 14 degrees 56 minutes to the left and run a distance of 621.70 feet to a point on the North right-of-way line of Alabama Highway 25 and the point of beginning; thence turn an angle of 5 degrees 42 minutes to the left and run along North right-of-way line of said Highway 25 a distance of 114.0 feet; thence turn an angle of 83 degrees 02 minutes to the right and run a distance of 387.60 feet; thence turn an angle of 96 degrees 58 minutes to the right and run a distance of 114.0 feet; thence turn an angle of 83 degrees 02 minutes to the right and run a distance of 387.60 feet to point of beginning.

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This being Page 2 of Exhibit "A" to mortgage from James B. LeNoir and wife Sharon C. LeNoir to The Peoples Savings Bank, dated Sept 30, 1988.



UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay and discharge all the indebtedness hereby secured (including future advances) as the same shall become due and payable and shall in all things do and perform all acts and agreement by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part or installment thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any lien or encumbrance thereon so as to endanger the debt(s) hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority having power of eminent domain, or should Mortgagors sell or transfer the mortgaged property, or any part thereof without first having obtained the written consent of Mortgagee, or should Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same which may not at said date have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived; and Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the Court House door of the County (or the division thereof) where said property, or a substantial part of said property, is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County, and upon the payment of the purchase money Mortgagee or auctioneer is authorized to execute to the purchaser a good and sufficient deed to the property sold. Mortgagee shall apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee not exceeding 15 percent of the unpaid debt after default if the original amount financed exceeded \$300; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment of the indebtedness hereby secured and interest thereon; whether the same shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagors or to whomsoever then appears of record to be the owner of Mortgagors' interest in said property. Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder. Mortgagors hereby waive any requirement that the mortgaged property be sold in separate tracts and agree that Mortgagee may, at its option, sell said property en masse regardless of the number of parcels hereby conveyed.

THIS MORTGAGE SECURES ALL DEBTS NOW OWED OR HEREAFTER INCURRED.

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IN WITNESS WHEREOF the undersigned have hereunto set their hand(s) and seal(s) or has caused this instrument to be executed by its officer(s) thereunto duly authorized, this 30th day of Sept., 19 88

James B. LeNoir (SEAL)

Sharron C. LeNoir (SEAL)
Sharron C. LeNoir (SEAL)

ATTEST:

By _____

Its _____

(Corporate Seal)

THE STATE OF ALABAMA,

INDIVIDUAL ACKNOWLEDGMENT

CHILTON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____

James B. LeNoir and Sharron C. LeNoir

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 30th day of September, 1988

(Notarial Seal)

My Commission Expires:

NOTARY PUBLIC, STATE OF ALABAMA
MY COMMISSION EXPIRES: JAN. 20, 1992.
ORDER YOUR INSTRUMENT FILED UNDETERMINED

THE STATE OF ALABAMA,

INDIVIDUAL ACKNOWLEDGMENT

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, 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.

Given under my hand and official seal this _____ day of _____, 19____

(Notarial Seal)

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

Notary Public

THE STATE OF ALABAMA,

CORPORATE ACKNOWLEDGEMENT

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____

whose name as _____ President

of the _____, a corporation, is signed to the fore-

going conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the 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 _____ day of _____, 19____

(Notarial Seal)

Notary Public

1. Deed Tax \$ _____
2. Mtg. Tax 234.00
3. Recording Fee 15.00
4. Indexing Fee 1.00
TOTAL 250.00