

State of Alabama }
SHELBY County.

17.20

This instrument prepared by
CENTRAL STATE BANK
Post Office Box 180
Calera, Alabama 35040

MORTGAGE

THIS INDENTURE is made and entered into this 20th day of November, 1989 by and between James L. Glass, a single man

(hereinafter called "Mortgagor," whether one or more) and CENTRAL STATE BANK, Calera, Alabama, an Alabama banking corporation (hereinafter called "Mortgagee").

WHEREAS, said Mortgagor is (are) justly indebted to the Mortgagee in the principal sum of Three Thousand Seven Hundred Forty Seven Dollars and 22/100 dollars (\$ 3,747.22) as evidenced by that certain promissory note of even date herewith, which bears interest as provided therein, which is payable in accordance with its terms, and which has a final maturity date of June 15, 1992

WHEREAS, Mortgagor agreed in incurring said indebtedness that this mortgage should be given to secure the prompt payment of the indebtedness evidenced by the promissory note or notes hereinabove specifically referred to, as well as any extension or renewal or refinancing thereof or any part or portion thereof, and also to secure any other indebtedness or indebtednesses owed now or in the future by Mortgagor to Mortgagee, as more fully described in the next paragraph hereof (both of which different type debts are hereinafter collectively called "the Debt"); and,

WHEREAS, Mortgagor may be or hereafter become further indebted to Mortgagee, as may be evidenced by promissory note or notes or otherwise, and it is the intent of the parties hereto that this mortgage shall secure any and all indebtednesses of Mortgagor to Mortgagee, whether now existing or hereafter arising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect, and, therefore, the parties intend this mortgage to secure not only the indebtedness evidenced by the promissory note or notes hereinabove specifically referred to, but also to secure any and all other debts, obligations or liabilities of Mortgagor to Mortgagee, now existing or hereafter arising before the payment in full of the indebtedness evidenced by the promissory note or notes hereinabove specifically referred to (such as, any future loan or any future advance), together with any and all extensions or renewals of same, or any part thereof, whether evidenced by note, open account, endorsement, guaranty, pledge or otherwise.

NOW, THEREFORE, in consideration of the premises, Mortgagor, and all others executing this mortgage, does (do) hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, together with all improvements thereon and appurtenances thereto, situated in

SHELBY County, Alabama (said real estate being hereinafter called "Real Estate"):

Beginning 38 yards East of the Southwest corner of SE 1/4 of SE 1/4, Section 12, Township 21 South, Range 3 West and run East 370 feet; thence in a Northwesterly direction 365 feet to Saginaw and Elliotteville public road; thence in a Southwesterly direction on East side of said road 390 feet to the point of beginning. Being in the SE 1/4 of SE 1/4, Section 12, Township 21 South, Range 3 West.
LESS AND EXCEPT that portion of caption lands sold to the State of Alabama.
LESS AND EXCEPT that portion caption lands lying within the right of way of I-65.
Situated in Shelby County, Alabama.

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Central State Bank
P. O. Box 180
Calera, AL 35040

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this mortgage.

In witness whereof, the undersigned Mortgagee has (have) executed this instrument under seal on the date first written above.

James S. [Signature]

(SEAL)

(SEAL)

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of the Mortgagee's successors and assigns.

The Mortgagee agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgage, or such owner, shall execute to the purchaser, for and in the name of the Mortgagee, a statutory warranty deed to the Real Estate.

The Mortgagee agrees to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of the Mortgagee's successors and assigns.

It is in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering who is such owner. The Mortgagee agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the to the party or parties appearing or record to be the owner of the Real Estate at the time of the sale, after deducting the cost of ascertaining have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and, fourth, the balance, if any, to be paid liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt whether the same shall or shall not attorneys' fees; second, to the payment of any amount that has been spent, or that it may then be necessary to spend, in paying insurance premiums, sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a reasonable the Real Estate in front of the courthouse door of said county at public outcry, to the highest bidder for cash, and to apply the proceeds of said by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of part-due mortgages; and the Mortgagee or liquidator of any Mortgagee or of the Real Estate or of all or a substantial part of the assets of any Mortgagee; then, upon the happening approving a petition seeking liquidation or reorganization of the Mortgagee, or any of them if more than one, or appointing a receiver, trustee, reorganization or insolvency proceedings; or (10) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file such Mortgagee's inability generally, to pay such Mortgagee's debts as they come due, (d) make a general assignment for the benefit of creditors, part of such Mortgagee's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial of the stipulations contained in this mortgage is declared invalid or impermissible by any court of competent jurisdiction; (9) Mortgagee, or any of the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (8) any to the existence or nonexistence of the debt or the lien on which such statement is based; (7) any law is passed imposing or authorizing the imposition against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (6) any statement of lien is filed or agreement of the Mortgagee under this mortgage; (5) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under representation made in this mortgage is breached or proven false in any material respect; (2) default is made in the due performance of any covenant and interest thereon, and fulfills all of its obligations under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or loan or any future advance, and any and all extensions or renewals of same, or any part thereof, whether evidenced by note, open account, endorsement, guaranty, pledge or otherwise, and reimburse the Mortgagee for any amount the Mortgagee has paid in payment of Liens or insurance premiums, before the payment in full of the indebtedness evidenced by the promissory note or notes heretofore specifically referred to, such as any future both (a) the indebtedness evidenced by the promissory note or notes heretofore specifically referred to, as well as any and all extensions or renewals UPON CONDITION, HOWEVER, that if the Mortgagee pays the Debt and each and every installment thereof when due (which Debt includes and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

After default on the part of the Mortgagee, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, revenues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

The Mortgagee agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagee and signed on behalf of the Mortgagee by one of its officers.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and payable, at the option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof or any interest therein.

The Mortgagee agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

The Mortgagee agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, or all of the improvements located on the Real Estate.

or, at the Mortgagee's option, the entire amount, or any part thereof, so received may be released or may be used to rebuild, repair or restore any or transaction described in this subparagraph 2, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagee elects, may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses in connection with any proceeding, and in the name of, the Mortgagee to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee, or any part thereof, in lieu of the exercise of the power of eminent domain, The Mortgagee is hereby authorized on behalf sale of the Real Estate, or any part thereof, including any award for change of grade of streets, and all payments for the voluntary, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, 2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, created, reserved to the Mortgagee, so long as the Mortgagee is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues; 1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserved to the Mortgagee, rent, profit, issues and revenues;

As further security for the payment of the Debt, the Mortgagee hereby assigns and pledges to the Mortgagee the following described property, rights, claims, rents, profit, issues and revenues:

The Mortgagee hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagee in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagee fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagee to the Mortgagee and at once payable, without demand upon or notice to the Mortgagee, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by the Mortgagee until paid at the rate provided in the promissory note or notes referred to hereinabove.

The Mortgagee hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, the following described property, rights, claims, rents, profit, issues and revenues:

For the purpose of further securing the payment of the Debt, the Mortgagee agrees to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real Estate unless the Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements thereof, shall be delivered to and held by the Mortgagee until the Debt is paid in full. The original insurance policy and all replacements thereof must provide that they may not be cancelled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee.

TO HAVE AND TO HOLD the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagee covenants and assigns forever, the Mortgagee Real Estate is free of all encumbrances, unless otherwise set forth above, and the Mortgagee will warrant and forever defend the title to the that the Mortgagee is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, unless otherwise set forth above, and the Mortgagee will warrant and forever defend the title to the

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State of Alabama

ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

SHELBY County

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that _____

James L. Glass, A single man

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

Given under my hand and official seal this 20th day of November, 19 89.

Paula D. Sale
Notary Public

My commission expires:

August 14, 1993

NOTARY MUST AFFIX SEAL

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

89 DEC -1 PM 12:46

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

State of Alabama

ACKNOWLEDGEMENT FOR CORPORATION

_____ County

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that _____, a

corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, 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 _____.

Notary Public

My commission expires:

NOTARY MUST AFFIX SEAL

1. Deed Tax	\$	5.70
2. Mig. Tax	\$	7.50
3. Recording Fee	\$	3.00
4. _____ Fee	\$	
5. _____ Fee	\$	1.00
6. _____ Fee	\$	
Total	\$	17.20

State of Alabama

ACKNOWLEDGEMENT FOR PARTNERSHIP

_____ County

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that _____

whose name(s) as (general) (limited) _____ a(n) _____ partner(s) of _____ (general) (limited)

partnership, and whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such _____ partner(s), and with full authority, executed the same voluntarily for and as the act of said partnership.

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

Notary Public

My commission expires:

NOTARY MUST AFFIX SEAL

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