

This instrument was prepared by

MERCHANTS & PLANTERS BANK

P. O. Box 250, Montevallo, Alabama 35115

✓ Mitchell A. Spears

Attorney at Law

P. O. Box 119

Montevallo, Alabama 35115

STATE OF ALABAMA

COUNTY OF SHELBY

659

KNOW ALL MEN BY THESE PRESENTS: That this mortgage made and entered into on the day the same bears date by and between Geoffrey M. Wilder, a married man (hereinafter called "Mortgagors," whether one or more) and MERCHANTS & PLANTERS BANK, Montevallo, Alabama, a corporation (hereinafter called "Mortgagee"), WITNESSETH:

Whereas, Mortgagors are justly indebted to Mortgagee in the sum of
Thirty-Six, Four Hundred and 00/100----- Dollars
(\$ 36,400.00), evidenced by promissory note bearing even date with this instrument, and due and payable in accordance with the terms of said note; and,

Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof, as well as any extensions or renewals of said indebtedness or any part or portion thereof; and,

Whereas, Mortgagors 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 Mortgagors to Mortgagee, whether now existing or hereafter arising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect, and this mortgage is to secure not only the indebtedness evidenced by the note hereinabove specifically referred to, but any and all other debts, obligations or liabilities of Mortgagors to Mortgagee, now existing or hereafter arising, and 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, said Mortgagors, and all others executing this mortgage, 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, State of Alabama, to wit:

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A part of Lot 20, Original Plan of Town of Montevallo, described as follows:
Begin on NW side of Main or Broad Street at the South corner of Store Lot, as formerly owned by M. P. Jeter and run in SW direction along NW side of Main Street 25 feet; thence NW and perpendicular to said Main Street 200 feet; thence NE and parallel to Main Street 25 feet; thence SE direction back to point of beginning on Main Street. Being situated in Shelby County, Alabama.

THIS IS A PURCHASE MONEY FIRST MORTGAGE.

THE MORTGAGOR HEREIN MAY CONVEY THE PROPERTY DESCRIBED HEREIN TO GMW INVESTMENTS, INC., WITHOUT VIOLATION OF THE "DUE ON SALE CLAUSE" HEREIN; HOWEVER, SAID MORTGAGOR SHALL REMAIN FULLY LIABLE AND RESPONSIBLE FOR THE INDEBTEDNESS HEREBY SECURED. MORTGAGEE DOES NOT AUTHORIZE ANY OTHER CONVEYANCE NOT HEREIN SPECIFIED.

THE REAL ESTATE HEREIN DESCRIBED DOES NOT CONSTITUTE THE HOMESTEAD OF MORTGAGOR, NOR THAT OF HIS SPOUSE, NEITHER IS IT CONTIGUOUS THERETO.

THIS MORTGAGE IS EXECUTED PURSUANT TO A VALID POWER OF ATTORNEY, WHICH IS ATTACHED HERETO AS EXHIBIT "A", AND INCORPORATED HEREWITH.

Mitchell Spears
Said real estate is warranted free from all encumbrances and Mortgagors warrant the same against any adverse claims, except as stated above.

Upon condition, however, that if the said Mortgagors pay said promissory note and any renewals or extensions thereof, and pay all other indebtedness or indebtednesses secured by this mortgage, as hereinabove generally referred to, and if said Mortgagors reimburse said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness evidenced by said promissory note or any other indebtedness or indebtednesses hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not 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 turned over to the said Mortgagors and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage by Court action, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

have hereunto set their signature

and seal, this

15th

day of

January

.19 92

Geoffrey M. Winter

By: Richard J. Rookis, His Attorney in Fact (SEAL)

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

(SEAL)

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WESLEY

(SEAL)

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THE STATE of ALABAMA

SHELBY

COUNTY

I, the undersigned authority

hereby certify that **Geoffrey M. Wilder**

Notary Public in and for said County, in said State,

whose name is signed to the foregoing conveyance, and who is 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 official seal this 15th day of January, 1992

Notary Public.

THE STATE of

COUNTY

I, the undersigned

hereby certify that

, a Notary Public in and for said County, in said State.

whose name is

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a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such 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 the _____ day of _____, 19____

Notary Public

Return to:

MERCHANTS & PLANTERS BANK

P. O. Box 250

Montevallo, Alabama 35115

MORTGAGE

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENT IN REPRESENTATIVE CAPACITY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Richard J. Rookie, whose name as Attorney in Fact for Geoffrey M. Wilder is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such Attorney in Fact, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 15th day of Jan., 1992.

Ma A. Bryant
Notary Public

8/93

EXHIBIT "A"

LIMITED POWER OF ATTORNEY GIVEN BY
GEOFFREY M. WILDER
AS PRINCIPAL

I, GEOFFREY M. WILDER, as principal (the "Principal"), have this day appointed Richard J. Rookis to serve as my Agent ("Agent"), and to perform any act which he deems necessary to purchase and close the purchase of property located at 19 South Main Street, Montevallo, Alabama, (the "Property"), including, without limitation, the following tasks:

(1) To contract with the seller for the purchase of the Property, upon such terms and conditions as the Agent shall deem appropriate.

(2) To sign Principal's name on behalf of the Principal to any documents, including mortgages or any other incumbrances and any other documents, necessary to close the purchase of the Property, and to take all actions necessary to close the purchase of the Property, upon such terms and conditions as the Agent shall deem appropriate.

(3) To accept delivery of the deed to said Property from the seller on behalf of the Principal.

(4) To deliver the Principal's check representing the consideration of the Property.

M A Spears

(5) To sign any documents necessary to affect a transfer of the property to GMW Investments, Inc.

The Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by the Agent on behalf of Principal under any provisions of this instrument.

If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

This instrument shall be governed by the laws of the State of Alabama in all respects, including its validity, construction, interpretation and termination.

This instrument may be amended or revoked by Principal, and the Agent and any alternate agent may be removed by Principal at any time by the execution by Principal of a written instrument of revocation, amendment, or removal delivered to the Agent and to all alternate agents. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. The Agent and any alternate agent may resign by the execution of a written resignation delivered

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to Principal, or, if Principal is mentally incapacitated, by delivery to any person with whom Principal is residing or who has the care and custody of Principal, or, in the case of an alternate agent, by delivery to the Agent.

Principal hereby ratifies and confirms whatsoever the Agent shall do under the specific powers granted, and Principal hereby agrees to indemnify and hold harmless any person, corporation, or other entity against loss suffered as a result of relying on this Limited Power of Attorney, and Principal hereby agrees that any action taken by any person, corporation, or other entity in reliance upon this Limited Power of Attorney, as limited to the above matter, shall be fully binding upon Principal, his heirs, personal representatives, and assigns.

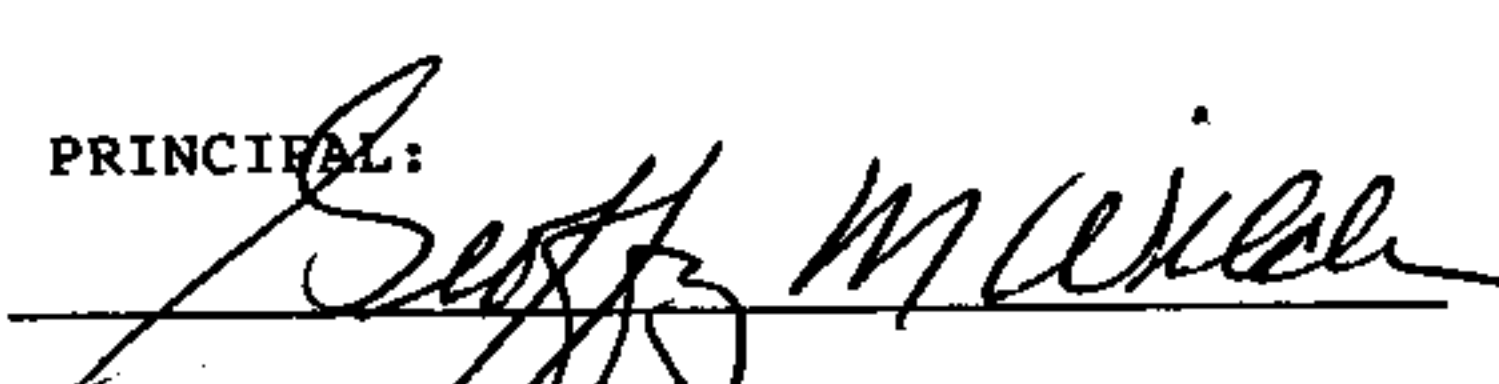
This power of attorney shall not be affected by disability, incompetency, or incapacity of the Principal.

This instrument has been executed in multiple counterpart originals. All such counterpart originals shall have equal force and effect.

The Agent is authorized to make photocopies of this instrument as frequently and in such quantity as the Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

IN WITNESS WHEREOF, Principal has executed this Limited Power of Attorney this the 9th day of January, 1992.

PRINCIPAL:


GEOFFREY M. WILDER

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that GEOFFREY M. WILDER, whose name is signed to the foregoing Limited Power of Attorney, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Limited Power of Attorney, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 9th day of January, 1992.

Patricia Schnitzler
Notary Public MY COMMISSION EXPIRES OCTOBER 12, 1993
My Commission Expires: _____

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EXHIBIT "A"

A part of Lot 20, Original Plan of Town of Montevallo, described as follows:
Begin on NW side of Main or Broad Street at the South corner of Store Lot, as
formerly owned by M. P. Jeter and run in SW direction along NW side of Main
Street 25 feet; thence NW and perpendicular to said Main Street 200 feet;
thence NE and parallel to Main Street 25 feet; thence SE direction back to
point of beginning on Main Street. Being situated in Shelby County, Alabama.

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

92 JAN 16 AM 8:39

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	54.60
3. Recording Fee	\$	3.00
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	78.60