STATE OF ALABAMA

COUNTY.

This instrument prepared by: Robert A Shoemaker-Branch Manager
First Bank Childersburg - Chelsea Branch

THIS INDENTURE, Made and entered into on this, the 13th day of April 19 92 by and between Kevin Frangopoolos and Becky Frangopoolos

hereinafter called Mortgagor (whether singular or plural); and **First Bank of Childersburg,** a banking corporation hereinafter called the Mortgagee:

WITNESSETH: That, WHEREAS, the said Kevin Frangopoolos and Becky Frangopoolos

justly indebted to the Mortgagee in the sum of Twelve Thousand Twenty Three Dollars & 55/cents $ 12,023.55 which is evidenced as follows, to-wit: One promissory installment note of even date from Mortgagors to Mortgagee in the sum of 15,694.80, including principal and interest and said sum payable as follows: 59 equal, consecutive, monthly installments of 261.58 each, commencing on the 15th day of May, 19 92, and continuing on the 15th day of each month thereafter until the 15th day of April, 19 97, when the final payment of 261.58 shall be 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:

STATE OF ALABAMA
COUNTY OF SHELBY

I, Joseph E. Conn,Jr,a Registered Professional Land Surveyor in the State of Alabama do hereby certify that this is a true and correct plat of my survey as shown hereon; that there are no visible encroachments of any kind upon the subject property except as shown excluding utility service lines, wires or poles that serve the subject property only. I further certify that I have found or set all property corners as shown hereon represented by small open or shaded circles the correct legal description being as follows:

Commence at the southwest corner of the northeast quarter of the northwest quarter of Section 9, Township 19 south, Range 2 east, Shelby County, Alabama and run thence northerly along the west line of said quarter-quarter section a distance of 725.00' to the point of beginning of the property being described; Thence continue along last described course a distance of 315.00' to a point; Thence turn 95°00'37" right and run easterly a distance of 996.06' to a point; Thence turn 97°35'53" right and run southerly a distance of 207.75' to a point; Thence turn 110°34'12" left and run northeasterly a distance of 158.00' to a point; Thence turn 114°41'32" right and run southerly a distance of 125.80' to a point; Thence turn 101°59'50" left and run easterly a distance of 210.17' to a point on the west right of way line of Shelby County Highway No. 467; Thence turn 102°15'00" right and run southerly along said right of way line a distance of 15.35' to a point; Thence turn 77°45'00" right and run westerly along an existing barbed wire fence a distance of 1,276.50' to the point of beginning, containing 7.35 acres and subject to any and all easements, agreements, conditions restrictions and/ or limitations of probated record or applicable law.

According to my survey of March 20, 1992 Joseph E. Conn

Joseph E. Conn,Jr Alabama P.L.S. #9049

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Connill, Justice, Johnson

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 conditon 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 Mortgagor's hand and seal , on this, the day and year herein first above written.

Kevin Frangopoolos (L.S.) Kevin Frangopoolos (L.S.)

Becky Frangopoolos (L.S.) Becky Frangopoolos (L.S.)

STATE OF ALABAMA,
COUNTY

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

Kevin Frangopoolos and Becky Frangopoolos

whose name is signed to the foregoing conveyance, and who are known to me (or made 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 seal this the 13th day of April 1992.

MY COMMISSION EXPIRES OCT. 24, 1995

Mary M. Sewell
Notary Public

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

Inst # 1992-09264

05/26/1992-09264
10:11 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 35.05