

STATE OF ALABAMA
Shelby
COUNTY.

This Instrument prepared by:

First Bank of Childersburg
Vicnent Branch
P.O. Box K
Vincent, AL 35178

Inst # 1992-11290

THIS INDENTURE, Made and entered into on this, the 27th day of January 19 92 by and between
Walter Garner and Annie P. Pearson

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

WITNESSETH: That, WHEREAS, the said Walter Garner and Annie P. Pearson
are

justly indebted to the Mortgagee in the sum of Eight Thousand Three Hundred Fifty Two Dollars
and 66/100-----(\$8352.66)----- which is evidenced as follows, to-wit:

One promissory installment note of even date from Mortgagors to Mortgagee in the sum of 10,725.12...
including principal and interest and said sum payable as follows: 48 equal, consecutive, monthly installments
of 223.44 each, commencing on the 18th day of Feb. 19 92, and continuing on
the 18th day of each month thereafter until the 18th day of Jan. 19 96, when the final
payment of 223.44 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:

A portion of the NW 1/4 of the NW 1/4 of Section 27, Township 19 South, Range 2, East, Shelby
County, ALabama, more particularly described as follows: Commence at the SW corner of
the NW 1/4 of the NW 1/4 of said Section 27, and run thence in an Easterly direction along
the Southern Boundary thereof a distance of 142.1 feet, more or less, to a point where
the South Boundary of said Quarter-Quarter Section intersects the Eastern right of way
line of U.S. Highway No. 231; thence continue in the same direction along the South line
(Southernboundary of said Highway right of way) a distance of 689.76 feet to a point
thence turn to the left and run in a Northerly direction parallel with the Western bound-
ary of said Quarter-Quarter Section a distance of 10 feet to the point of beginning of the
property herein conveyed; thence continue Northerly in the same direction a distance of
200 feet to a point; thence turn to the right and run Easterly parallel with the Southern
boundary of said Quarter-Quarter section a distance of 350.1 feet to a point; thence turn
to the right and run Southerly parallel with the Eastern boundary of said Quarter-Quarter
Section a distance of 150 feet to a point; thence turn to the left and run Easterly
parallel with the Southern boundary of said Quarter-Quarter Section a distance of
150 feet, more or less, to a point on the Eastern boundary of said Quarter-Quarter Section;
thence turn to the right and run Southerly along the Eastern boundary of said Quarter-
Quarter Section a distance of 50 feet to a point, which said point is located on the
Eastern boundary of said Quarter-Quarter Section and 10 feet North of the SE corner of
said Quarter-Quarter section; thence turn to the right and run Westerly parallel with the
Southernboundary of said Quarter-Quarter Section a distance of 500.1 feet to the point
of beginning of the property herein conveyed.

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

(L.S.) Walter Mamen (L.S.)

(L.S.) Erwin P. Beaman (L.S.)

STATE OF ALABAMA,
Shelby
COUNTY }

First Bank of Childersburg
Vincent Bracnh
P.O. Box K
Vincent, AL 35178

I, the undersigned authority, in and for said County, in said State, hereby certify that
Walter Garner and Annie P. Pearson

whose name are 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, have
executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 27th day of January 19 92 .

G. Faye McGuire
Notary Public

G. FAYE McGUIRE
Notary Public
State at Large, Alabama
My Commission Expires 8/14/94

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 # 1992-11290

06/15/1992-11290
04:33 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HCB 24.10