

STATE OF ALABAMA

TALLADEGA COUNTY and

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That whereas EDWARD A. PIPER aka Edward Alan Piper, and wife, JAN H. PIPER, aka Jan Hamby Piper have

become justly indebted to CITY BANK OF CHILDERSBURG, a banking corporation, whose address is P. O. Box 349, Childersburg, Alabama 35044, hereinafter called the Mortgagee, in the principal sum of Three Hundred Fifty Thousand and No/100-----
(\$ 350,000.00) Dollars, evidenced as follows, to-wit:

One promissory note of even date, in the principal amount of \$350,000.00, being due and payable in accordance with the terms of said note.

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewal or extensions of same and any other indebtedness now or hereafter owed by Mortgagors to Mortgagee and compliance with all of the stipulations hereinafter contained, the said EDWARD A. PIPER aka Edward Alan Piper, and wife, JAN H. PIPER, aka Jan Hamby Piper

(hereinafter called Mortgagors) do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in Talladega and Shelby County, State of Alabama, viz:

PARCEL NO. 1: All that part of the NE 1/4 of the NE 1/4, Section 24, Township 20 South, Range 2 East, which lies North and West of the Coosa River;

All that part of the SE 1/4 of the SE 1/4, Section 13, Township 20 South, Range 2 East, which lies North and West of Coosa River, all lying in Shelby County, Alabama.

PARCEL NO. 2: Commencing where the Columbus & Western Railroad intersects the Southern Railroad and measuring West along the center of the Southern Railroad main tract 329 feet; thence South 19 degrees 45 minutes East 335 feet to the point of beginning, which is the Northeast corner of Lot 21, Block 10 of the Childersburg Land Company's Survey; thence West 100 feet; thence South 40 feet; thence East 100 feet; thence North 40 feet to beginning point, the lot being 40 feet by 100 feet. Said lot of land is situated in the Town of Childersburg, Talladega County, Alabama, being in Section 20, Township 20, Range 3 East, and it being intended to describe Lot 21 and the North 15 feet of Lot 20, in Block 10 of said Childersburg Land Company's Survey recorded in Plat Book 1, Page 20, in the Office of the Judge of Probate of Talladega County, Alabama.

PARCEL NO. 3: A certain tract of land more particularly described as follows: Beginning at the intersection of the South margin of Fourteenth Street (presently S.W. 1st Street) and the East margin of Sixteenth Avenue (presently S.W. 8th Ave.), as indicated by the face of a brick building existing at said intersection; thence running in a Southerly direction along the

(CONTINUED ON ATTACHED PAGES)

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 the Mortgagors in and to all buildings and improvements and equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as the mortgaged property) shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, CITY BANK OF CHILDERSBURG, a banking corporation, its successors and assigns forever.

And for the purpose of further securing the payment of said indebtedness the Mortgagors covenant and agree 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.

02/07/1994-04027
11:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOK MCD 22.00

Inst # 1994-04027

RECORDED IN
MORTGAGE BOOK
FILED IN
JAN 14 1994
JAMES E. PIPER
JUDGE OF PROBATE

0794 0564

Inst # 1994-04027

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.

3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and in such companies as may be satisfactory to the Mortgagee against loss by fire and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies for such insurance 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, the Mortgagee may insure said property for its insurable value against loss by fire and other hazards for the benefit of the Mortgagee. 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 collecting the same, or to be used in repairing or reconstructing the premises as the Mortgagee may elect; all amounts so expended by said Mortgagee for insurance or for the payment of taxes, assessments or any other prior liens shall become a debt due said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment by said Mortgagee and at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and same may be foreclosed as hereinafter provided.

4. To take good care of the mortgaged property above described 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 alone excepted.

5. That no delay or failure of the 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 default on the part of said Mortgagors, and that the procurement of insurance or payment of taxes by the 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 the Mortgagors to procure such insurance or to pay such taxes, 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 the Mortgagors and by the Mortgagee.

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

7. That after any default on the part of the Mortgagors, the Mortgagee shall, upon bill filed or other legal proceeding being commenced for the foreclosure of this mortgage, be entitled as a matter of right to the appointment by any competent court or tribunal 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 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.

8. That all the covenants and agreements of the 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 heirs, successors or assigns of the Mortgagee.

9. That the debt 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.

10. Transfer of the Property; Assumption. If all or any part of the mortgaged property or an interest therein is sold or transferred by Mortgagors without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the mortgaged property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagors notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagors may pay the sums declared due. If Mortgagors fail to pay such sums prior to the expiration of such period Mortgagee may, without further notice or demand on Mortgagors, invoke any remedies permitted hereunder, or as may be provided by law.

RECORDED IN MORTGAGE BOOK NO. 0794 0565
FILED ON JAN 14 1935
JAMES L. JUDGE OF PROBATE

11. Plural or singular words used herein to designate the undersigned Mortgagors shall be construed to refer to the maker or makers of this mortgage, whether one or more persons or a corporation.

UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge the indebtedness hereby secured, (which in addition to the principal sum with interest, set forth above shall include payment of taxes and insurance, the satisfaction of prior encumbrances and any other indebtedness owed to the Mortgagee by the Mortgagors before the full payment of this mortgage) as it shall become due and payable and shall in all things do and perform all acts and agreements 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 the indebtedness hereby secured or any renewals or extensions thereof or any part 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 prior lien or encumbrance thereon so as to endanger the debt 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 any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged premises shall be charged against the owner of this mortgage or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the 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 may not as 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 the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the 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 County Court House door in Talladega & Shelby County, Alabama 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 if no newspaper is published in said County, then the notice shall be placed in a newspaper published in an adjoining County, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold; the Mortgagee shall apply the proceeds of said 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 may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to whomever then appears of record to be the owner of said property.

The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale thereunder.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s)
this 3 day of January, 19 94

Edward A. Piper (SEAL)
EDWARD A. PIPER aka
Edward Alan Piper
Jan Hamby Piper (SEAL)
JAN H. PIPER aka
Jan Hamby Piper

State of Alabama
Talladega County

I, the undersigned authority
Edward A. Piper aka Edward Alan Piper and wife,
in said State, hereby certify that Jan H. Piper aka Jan Hamby Piper 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 3 day of January, 19 94

Gene Spradley
MY COMMISSION EXPIRES SEPTEMBER 7, 1997
Notary Public

Prepared by:
Ray F. Robbins, II
P. O. Box 479
Talladega, Alabama 35160

Shelby County

15.00
5.00
1.00
1.00
22.00

15.00
4.00
555.00
\$544.00

(MORTGAGE CONTINUED)

East margin of Sixteenth Avenue (presently S.W. 8th Ave.) with a magnetic bearing of South 18 degrees 50 minutes East for 175 feet to an iron pin for a corner and starting point; thence with an angle of 90 degrees and a magnetic bearing of 71 degrees 10 minutes East for 80 feet to an iron pin for a corner; thence with an angle of 90 degrees and a magnetic bearing of North 18 degrees 50 minutes West for 25 feet to an iron pin for a corner; thence with an angle of 90 degrees and a magnetic bearing of North 71 degrees 10 minutes East for 128 feet to an iron pin for a corner located on the West margin of Fifteenth Avenue (presently S.W. 7th Ave.); thence with an angle of 90 degrees and a magnetic bearing of South 18 degrees 50 minutes East along the West margin of Fifteenth Avenue (presently S.W. 7th Ave.) for 104 1/4 feet to an iron pin for a corner; thence with an angle of 90 degrees and a magnetic bearing of 71 degrees 10 minutes West for a distance of 208 feet to an iron pin for a corner located on the East margin of Sixteenth Avenue (presently S.W. 8th Ave.); thence with an angle of 90 degrees and a magnetic bearing of North 18 degrees 50 minutes West for 79 1/4 feet to an iron pin for a corner and starting point, the above described lots being Lots No. 29, 30, 31, 12, 13, 14, and 15 and 4 1/4 feet off the North side of Lots No. 11 and 32, located in Block 10, in the Town of Childersburg, said lots numbered according to plat of Childersburg Land Company recorded in the Probate Office of Talladega County, Alabama, in Plat Book 1, on Page 20, said lots being in the East half of the Northwest quarter of Section 20, Township 20 South, Range 3 East, in Talladega County, Alabama. LESS AND EXCEPT, the East 85 feet of Lots 13 and 14, in Block 10 which has heretofore been conveyed to M. D. Moody as described in deed recorded in Deed Book 166, Page 241.

PARCEL NO. 4: The West twenty-five (25) feet of Lots 1, 2, 3, and 4 in Block 3 of the Childersburg Land Company Survey, according to plat recorded in the Office of the Judge of Probate of Talladega County, Alabama, in Plat Book 1, Page 20.

PARCEL NO. 5: Commence at the Southeast corner of Block 3 according to the Childersburg Land Company's Addition "A" to the City of Childersburg, Alabama, being also the Southeast corner of Lot 1 of said Block 3, and run Westerly along the South line of said Lot 1 of said Block 3 of said subdivision, which line is also along the north line of that certain street formerly known as 14th Street and now known as First Street, S.W., a distance of 45.33 feet to a point; thence in a northerly direction parallel with the east line of said Block 3 across Lots 1, 2, 3, and 4 of Block 3 a distance of 100 feet to a point on the North line of Lot 4 of said Block 3; thence in an easterly direction along the north line of said Lot 4 and parallel with the north line of First Street, S.W. a distance of 45.33 feet to a point on the east line of said Block 3, which is also on the West line of a street formerly known as 15th Avenue now known as 7th Avenue, S.W.; thence in a southerly direction along the east line of said Block 3 a distance of 100 feet to the point of beginning. Said property is otherwise described as the east 45.33 feet of Lots 1, 2, 3, and 4 of Block 3 of the Childersburg Land Company's Addition "A" to the City of Childersburg as shown by plat thereof dated September 1, 1888, and recorded in the Office of the Judge of Probate of Talladega County, Alabama, in Plat Book 1, Page 20.

It being intended to describe herein property described by deed recorded in Deed Book 186, Page 177, in the Probate Office of Talladega County, Alabama.

AND ALSO, Commence at the Southeast corner of Block 3 of the Childersburg Land Company's Survey to the City of Childersburg, Alabama, and as shown by map of said survey on record in the Office of the Judge of Probate of Talladega County, Alabama, in Book of Land Plats No. 1 at Page 20; thence proceed

0794

0567

(MORTGAGE CONTINUED)

North 17 degrees 15 minutes west along the east boundary of said Block 3 for a distance of 100 feet to the point of beginning. From this beginning point continue North 17 degrees 15 minutes West along the east boundary of said Block for a distance of 10 feet; thence turn an angle of 90 degrees to the left and proceed South 70 degrees 45 minutes West for a distance of 40.53 feet; thence turn an angle of 90 degrees to the left and proceed South 17 degrees 15 minutes East for a distance of 10 feet to a point on the south boundary of Lot No. 5 of said Block; thence turn an angle of 90 degrees to the left and proceed North 70 degrees 45 minutes east along the south boundary of said Lot No. 5 for a distance of 40.53 feet to the point of beginning.

The above described land is located in the southeast corner of Lot No. 5 of said Block of said survey.

AND ALSO, Commence at the Southeast corner of Block No. 3 of the Childersburg Land Company's Survey and as shown by map of said survey on record in the Office of the Judge of Probate of Talladega County, Alabama, in Book of Land Plats No. 1 at Page 20; thence proceed North 17 degrees 15 minutes west along the east boundary of said Block for a distance of 125 feet to the point of beginning, this point being the southeast corner of Lot No. 6 of said survey. From this beginning point continue North 17 degrees 15 minutes West along the east boundary of said Block for a distance of 102.9 feet to its point of intersection with the south right-of-way line of the Southern Railway System; thence turn an angle of 95 degrees 10 minutes to the left and proceed westerly along the southerly boundary of said railroad right-of-way for a distance of 100.35 feet, this point being the northwest corner of Lot 9 of said Block; thence turn an angle of 84 degrees 50 minutes to the left and proceed South 17 degrees 15 minutes east along the west boundary of Lots 9 and 8 for a distance of 41.9 feet; thence turn an angle of 90 degrees to the left and proceed north 70 degrees 45 minutes east for a distance of 8.44 feet; thence turn an angle of 90 degrees to the right and proceed South 17 degrees 15 minutes east for a distance of 34.75 feet; thence turn an angle of 45 degrees to the left and proceed southeasterly for a distance of 28.28 feet, this point being on the south boundary of Lot No. 6 of said Block; thence turn an angle of 45 degrees to the left and proceed North 70 degrees 45 minutes east along the south boundary of said Lot No. 6 for a distance of 71.56 feet to the point of beginning.

The above described land being all of Lot No. 9 and part of Lot No. 6, 7, and 8 of Block No. 3 of said survey.

It being intended to describe the property described by deed recorded in Deed Book 393, Page 705, in the Probate Office of Talladega County, Alabama.

AND ALSO, Commence at the northwest intersection of Seventh Avenue (formerly known as 15th Avenue), and First Street, S.W. (formerly known as 14th Street), in the City of Childersburg; thence southwesterly parallel to said First Street, 45.33 feet, more or less, to the point of beginning of the property herein conveyed; thence continue southwesterly 25 feet; thence northwesterly parallel to said Seventh Avenue, 90 feet; thence northeasterly 25 feet; thence southeasterly 90 feet to the point of beginning, being located in the Southeast Quarter of the Northwest Quarter of Section 20, Township 20 South, Range 3 East, in the City of Childersburg, Talladega County, Alabama, and being part of Block 3 of the Childersburg Land Company's Addition A according to plat recorded in Plat Book 1, Page 20.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY: Commence at the northeast corner of Block 3 of the Childersburg Land Company's Survey of the City of Childersburg, Alabama, and as

0794 0568

RECORDED IN ABOVE
MORTGAGE BOOK & PAGE NO.
PAGE 35
OFFICE OF PROBATE
TALLADEGA COUNTY, ALABAMA

(MORTGAGE CONTINUED)

shown by map of said survey on record in the Office of the Judge of Probate of Talladega County, Alabama, in Book of Land Plat No. 1, at Page 20; thence proceed South 67 degrees 35 minutes West along the south right-of-way line of the Southern Railway System for a distance of 100.35 feet to the point of beginning, this point being the northwest corner of Lot No. 9 of the said Block 3. From this beginning point proceed South 17 degrees 15 minutes East along the west boundary of said Lot No. 9 and Lot No. 8 for a distance of 41.9 feet; thence turn an angle of 90 degrees to the left and proceed North 70 degrees 45 minutes East for a distance of 8.44 feet; thence turn an angle of 90 degrees to the right and proceed South 17 degrees 15 minutes East for a distance of 34.75 feet; thence turn an angle of 45 degrees to the left and proceed South 62 degrees 15 minutes East for a distance of 28.28 feet to a point in the South boundary of Lot No. 6 of said Block 3; thence turn an angle of 45 degrees to the left and proceed North 70 degrees 45 minutes East along the South boundary of said Lot No. 6 for a distance of 3.69 feet; thence turn an angle of 90 degrees to the left and proceed North 17 degrees 15 minutes West for a distance of 99.13 feet to a point on the south right-of-way line of the aforementioned railroad; thence proceed South 67 degrees 35 minutes West along the south right-of-way line of said railroad for a distance of 32.2 feet to the point of beginning.

The above described land is part of Lots No. 6, 7, 8, and 9 of said Block 3 of said survey and contains .075 acre.

EXECUTED FOR IDENTIFICATION PURPOSES:


EDWARD A. PIPER aka
Edward Alan Piper


JAN H. PIPER aka
Jan Hamby Piper

\$190,000.00 consideration on Shelby County property
\$160,000.00 consideration on Talladega County property

JAMES E. PREUITT
JUDGE OF PROBATE

94 JUN 14 PM 3 35

RECORDED IN ABOVE
MORTGAGE BOOK & PAGE NO.
FILED ON

0794 0569

Inst # 1994-04027

02/07/1994-04027
11:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

006 MCD 22.00

State Of Alabama, Talladega Co. I hereby certify that
the following fees have been collected on this Instru-
ment as required by law.

Deed Tax

MCG. Tax

Indexing fee

Recording

Total

JAMES E. PREUITT
JUDGE OF PROBATE

000000

52500
200
1500
54200