

STATE OF ALABAMA)
COUNTY OF Shelby)

THIS MORTGAGE, made and entered into this 17th day of March, 19 94 by and between

Wesley G. Middleton and wife, Shelia Middleton
(hereinafter referred to as "Mortgagor," whether one or more), and Coosa Pines Federal Credit Union, Coosa Pines, Alabama 35044 (hereinafter referred to as "Mortgagee")

WITNESSETH:

WHEREAS, the said Mortgagor is justly indebted to Mortgagee in the sum of Seventy-Five Thousand Four Hundred
Forty and NO/100

(\$ 75,440.00) Dollars as evidenced by a Promissory Note of even date herewith which bears interest as provided therein which is payable in accordance with its terms.

NOW, THEREFORE, in consideration of the premises, and to secure the payment of the debt evidenced by said Promissory Note and any and all extensions and renewals thereof, or of any part thereof, and any additional interest that may become due on any such extensions and renewals, or any part thereof (the aggregate amount of such debt, including any extensions and renewals and interest due thereon, is hereinafter collectively called "Debt") and compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in Shelby County, Alabama (said real estate being hereinafter called "Real Estate"), to-wit:

Commence at the SW corner of the NE1/4 of Section 20, Township 20 South, Range 2 East; thence run North along the West line thereof for 128.51 feet to the Point of Beginning; thence 89 deg. 44' 43" right run Easterly for 1636.24 feet; thence 90 deg. 00' left run Northerly for 333.24 feet; thence 90 deg. 01' 37" right run Easterly for 641.39 feet to the Westerly R/W of Alabama State Highway 25; thence 94 deg. 17' 10" left run Northerly along said R/W for 905.76 feet; thence 85 deg. 28' 34" right run Easterly for 1174.68 feet more or less to the center of Yellowleaf Creek; thence run Southwesterly along said creek for 1340 feet more or less to the West line of said 1/4 section; thence run South for 547.51 feet more or less to the Point of Beginning. Containing 46.1 acres.

Less and Except the following described property: Begin at the NE corner of the SW1/4 of the NE1/4 of said Section; thence run South along the East line thereof for 160 feet more or less to the old Columbiana-Harpersville Road; thence run Southwesterly along said road for 300 feet; thence 90 deg. 00' right run 125.0 feet; thence run Northeasterly 410' more or less to the Point of Beginning. Containing 1 Acre more or less.

Mineral and mining right were excepted on that deed recorded in Real Book 92 at Page 770 in the Office of the Judge of Probate of Shelby County, Alabama.

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.

TO HAVE AND TO HOLD the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that the Mortgagor 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, except the lien of current ad valorem taxes, and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons, except as otherwise herein provided.

For the purpose of further securing the payment of the debt, the Mortgagor agrees to: (1) pay promptly when due all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), when imposed legally upon the Real Estate 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 in 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 endorsements, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount sufficient to cover the debt. The original insurance policy, and all replacements therefor, shall be delivered to and held by the Mortgagee until the debt is paid in full. The original insurance policy and all replacements therefor provide that they may not be cancelled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee. The Mortgagor 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 Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor 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, the mortgagee may, but shall not be obligated to, insure the Real Estate for its 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 Mortgagor to the Mortgagee and at once payable without demand upon or notices to the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from the date of payment by the Mortgagee until paid at the then current junior mortgage rate at said Credit Union. The Mortgagor agrees to pay promptly when due the principal and interest of the debt and keep and perform every other covenant and agreement of the Promissory Note secured hereby.

As further security for the payment of the debt, the Mortgagor hereby assigns and pledges to the Mortgagee, the following described property rights, claims, 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 reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues.

2. All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, 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, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain, shall be paid to the Mortgagee. The Mortgagee is hereby authorized on behalf of and in the name of the Mortgagor to execute and deliver the valid acquittances for, appeal from, any such judgments or awards. The Mortgagee may apply all such sums received, or any part thereof, after the payment of all the Mortgagee's expenses incurred after the payment of all the Mortgagee's expenses incurred in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorney's fees, on the debt in such manner as the Mortgagee elects, 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 all of the improvements located on the Real Estate.

The Mortgagor hereby incorporates by reference into this Mortgage all of the provisions of the Promissory Note of even date herewith. Mortgagor agrees that, in the event that any provision or clause of this Mortgage or of the Promissory Note conflict with applicable law, such conflict shall not affect any other provisions of this Mortgage or of the Promissory Note which can be given effect. It is agreed that the provisions of this Mortgage and the Promissory Note are severable and that, if any one or more of the provisions contained in this Mortgage or in the Promissory Note shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, this Mortgage shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

The Mortgagor 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 are, reasonable wear and tear excepted.

03/21/1994-09067
10:51 AM CERTIFIED
COUNTY JUDGE OF PROBATE

Inst # 1994-09067

Name: A. Bruce Graham, Attorney-at-Law
803 3rd St. S.W.
P. O. Drawer 307
Childersburg, Alabama 35044