

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That whereas John W. Taylor and wife, Katherine T. Taylor

_____ are (is) justly indebted to the PETERMAN STATE BANK, a banking corporation, Peterman, Alabama, hereinafter called the Mortgagee, in the principal sum of \$ Twenty-eight Thousand Six Hundred Fifty-five and 00/100 (28,655.00) _____ dollars evidenced by a promissory note or notes payable to the Mortgagee,

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness, and any renewals or extensions of same, and to secure any other indebtedness now or hereafter owed by Mortgagors, or any of them, to the Mortgagee, and to secure compliance with the conditions and

covenants hereinafter contained, the said John W. Taylor and Katherine T. Taylor
(hereinafter called Mortgagor, whether one or more) do(es) hereby GRANT, BARGAIN, SELL AND
CONVEY unto the said Mortgagee the following described real estate situated in Shelby and Monroe
County, State of Alabama, to-wit:

See Exhibit A

Inst # 1994-21569
07/08/1994-21569
10:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DO5 MCD 61.55

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 Mortgagor in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooling apparatus, elevators, plumbing, sprinkling, and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as the mortgaged property) shall be deemed real estate and conveyed by this mortgage.

TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, PETERMAN STATE BANK, its successors and assigns, forever.

And for the purpose of further securing the payment of the indebtedness secured by this mortgage, the Mortgagor covenants and agrees as follows:

1. That they are lawfully seized in fee simple and possessed of said mortgaged property, and have a good right to convey the same as aforesaid; that Mortgagor will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
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 is authorized to pay the same, and to add such amount to the indebtedness secured hereby, as hereinafter provided.
3. That they will keep the buildings on said mortgaged property 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 the said Mortgagee, and will deposit with Mortgagee the policies for such insurance, and will pay all premiums therefor as same become due. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to said mortgaged property caused by any casualty. If Mortgagor fails 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 only. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power and authority to settle and compromise all claims under all policies, and to demand, receive and receipt for all sums becoming due thereunder; said proceeds, if collected, to be credited to the indebtedness secured by this mortgage, less the cost of collecting same, or to be used in the repair or reconstruction of the mortgaged property, as the Mortgagee may elect. All amounts so expended by said Mortgagee for insurance, or for the payments of taxes, assessments or 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, upon default in the payment of same, 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 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 a 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 maturity of the indebtedness 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 Mortgagor, and that the procurement of insurance, or the payment of taxes or liens by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness secured hereby by reason of the failure of the Mortgagor to procure such insurance, or to pay such taxes or liens, it being expressly agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed, except as evidenced by a writing executed by Mortgagor and Mortgagee.
6. That they will well and truly pay and discharge any indebtedness hereby secured as it shall become due and payable, including the promissory note or notes described hereinabove, any renewals or extensions thereof, and any other notes or obligations of Mortgagor to Mortgagee whether now or hereafter incurred.
7. That after any default on the part of the Mortgagor, the Mortgagee shall, upon complaint filed, or other proper legal proceeding being commenced for the foreclosure of this mortgage, be entitled, as a matter of right, to the appointment by any court of competent jurisdiction, without notice to any party, of a receiver of the rents, issues and profits of said mortgaged property, with power to lease and control the said mortgaged property, 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 of the covenants and agreements of the Mortgagor 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 granted, given, or secured to the Mortgagee shall inure to the benefit of the successors and assigns of the Mortgagee.
9. That the debt secured hereby shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the Mortgagee when and if any statement of lien is filed under the laws of the State of Alabama relating to liens of mechanics and materialmen, without regard to the form and content 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. Mortgagor hereby waives all rights of homestead exemption, exempt property and family allowance in the mortgaged property.
11. If mortgagor makes any transfer of any interest in the mortgaged property, legal or equitable, either by deed, conveyance, contract to sell, bond for title, lease, or otherwise, whereby any person other than the Mortgagor acquires any interest in the property, either legal or equitable, without the prior written consent of the

Mortgagee being first obtained, then the entire balance due on this mortgage shall, at the option of the Mortgagee, become immediately due and payable, provided, however that the provisions of this paragraph shall not apply to the following: (a) the voluntary 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 operation of law upon the death of a joint tenant; or (d) the grant of any leasehold interest of one year or less which does not contain any option or right to purchase.

12. Plural or singular words or phrases used herein to designate the undersigned Mortgagor shall be construed throughout to refer to the persons, firms or corporations executing this mortgage, whether one or more.

13. Mortgagee may make or cause to be made reasonable entries upon, and inspections of the mortgaged property for the purpose of protecting its interest therein.

14. All remedies provided in this mortgage are distinct and cumulative to any other right or remedy under this mortgage, or afforded by law or equity, and may be exercised concurrently, independently, or successively. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be a waiver of, or preclude the exercise of any such right or remedy. Extension of the time for payment, or modification of amortization of the sums secured by this mortgage shall not operate to release in any manner the liability of the Mortgagor. This mortgage shall be governed by the law of the State of Alabama. In the event any provision of this mortgage, or the note or notes secured hereby conflicts with any applicable law, such conflict shall not affect other provisions of this mortgage or the note or notes which can be given effect without the conflicting provision, and to this end the provisions of the mortgage and the note or notes are declared to be severable.

15. In the event of the total taking of the mortgaged property through condemnation or the right of eminent domain, the proceeds thereof shall be applied to the sums secured by this mortgage, with the excess, if any, paid to Mortgagor. In the event of a partial taking of the mortgaged property, unless Mortgagor and Mortgagee otherwise agree in writing, then there shall be applied to the sums secured by this mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this mortgage immediately prior to the date of taking bears to the fair market value of the mortgaged property immediately prior to the date of the taking, with the balance of the proceeds paid to Mortgagor.

UPON CONDITION, HOWEVER that if the Mortgagor shall well and truly pay and discharge the indebtedness secured hereby (which in addition to the principal sum with interest, set forth above, shall include payment of taxes and insurance, the satisfaction of prior liens and encumbrances and any other indebtedness owed to the Mortgagee by the Mortgagor 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 secured hereby 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 the Mortgagee under the authority of the provisions hereof, 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 security of this mortgage, or should any law, either Federal or State, be enacted imposing or authorizing the imposition of specific tax upon this mortgage, or the debt secured hereby, 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 property 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 Mortgagor 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 secured hereby, or any portion or part of same as may not of 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 by Mortgagor; and the Mortgagee shall have the right to enter upon and take possession of the mortgaged property and after or without taking such possession to sell the same before the Court House door

at & Monroeville, Shelby & Monroe 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 successive weeks prior to said sale in some newspaper published in said County, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgagee, or auctioneer, shall execute and deliver to the purchaser, for and in the name and stead of the Mortgagor, a good and sufficient conveyance 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 Mortgagor, or to his assigns. The Mortgagee shall have the power and authority to bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage on this the 5th day of July, 1994

John W. Taylor Seal
Kathleen J. Taylor Seal
____ Seal
____ Seal
____ Seal
____ Seal

THIS INSTRUMENT PREPARED BY:

William H. Eddins Peterman State Bank
PO Box 68
Peterman, Al. 36471

CERTIFICATE

In compliance with Act #671, Acts of Alabama, Regular Session, 1977, the PETERMAN STATE BANK hereby certifies that the amount of the indebtedness secured by this mortgage is stated hereinabove, upon which mortgage tax is paid herewith, and said mortgagee agrees that no additional or subsequent advances will be made under this mortgage unless the mortgage tax on such advances is paid into the appropriate office of the Judge of Probate no later than each September thereafter, or an instrument evidencing such advances is filed for record and the recording fee and tax applicable thereto paid.

PETERMAN STATE BANK

By William H Eddins

ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF MONROE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that _____
John W. Taylor

whose name Katherine T. Taylor

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 seal on this the 5th day of July, 19 894

Gyvenne M McDonald
NOTARY PUBLIC

STATE OF ALABAMA
COUNTY OF MONROE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that _____

whose name _____ signed to the foregoing conveyance,
and who _____ known to me, acknowledged before me on this day that being informed of the con-
tents of the conveyance _____ executed the same voluntarily on the day the same bears date. Given
under my hand and seal on this the _____ day of _____, 19 _____

NOTARY PUBLIC

STATE OF ALABAMA
COUNTY OF MONROE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that _____

whose name as _____ of
_____, a corporation,
is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that be-
ing informed of the contents of the conveyance _____ executed the same voluntarily,
and with full authority in the premises for and as the act of said corporation on the day the same bears date.

Given under my hand and seal on this the _____ day of _____, 19 _____

NOTARY PUBLIC

Exhibit A

A parcel of land situated in the NE 1/4 of the SE 1/4 of Section 5 and in the NW 1/4 of the SW 1/4 and in the SW 1/4 of the NW 1/4 of Section 4, Township 20 South, Range 1 East, being more particularly described as follows:

Begin at the NE corner of the NE 1/4 of the SE 1/4 of Section 5, Township 20 South, Range 1 East; thence run West along the north line thereof for 834.01 feet to the Northeasterly right of way of Shelby County Highway 51; thence 132 deg. 01 min. 25 sec. right run Southeasterly along said right of way for 54.03 feet to a curve to the left (having a central angle of 41 deg. 34 min. 39 sec. and a radius of 706.33 feet); thence run along said curve and right of way for 512.56 feet to tangent of said curve; thence continue along said right of way for 650.0 feet; thence 47 deg. 00 min. left run along said right of way for 100.0 feet to the Westerly right of way of Shelby County Highway 55 and a curve to the left (having a central angle of 19 deg. 28 min. 28 sec. and a radius of 908.88 feet); thence run Northerly along said curve and right of way for 308.92 feet to the tangent of said curve; thence continue along said right of way for 130.0 feet; thence 110 deg. 50 min. 19 sec. left run Southwesterly for 366.59 feet to the south line of the SW 1/4 of the NW 1/4 of Section 4, Township 20 South, Range 1 East; thence 25 deg. 48 min. right run West for 55.0 feet to the point of beginning; being situated in Shelby County, Alabama.

RE: Lots 7 & 8 Block "I" according to the map of West Sheffield Heights as Revised and recorded in Deed Book 211 at page 172, Probate Records of Monroe County Alabama, less and except all of the oil, gas and other minerals and mineral rights thereon as they have been previously sold.

Inst # 1994-21569

07/08/1994-21569
10:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 NCD 61.55