

STATE OF ALABAMA)
COUNTY OF SHELBY AND ST. CLAIR

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that W. G. SWINDALL AND WIFE, MARY HELEN SWINDALL

(hereinafter called the Mortgagor) for and in consideration of indebtedness to COMMUNITY BANK
a banking corporation (hereinafter called the Mortgagee) in the sum of \$ 33,000.00

THIRTY THREE THOUSAND AND NO/100-----Dollars

as evidenced by a promissory note of even date herewith payable to the order of COMMUNITY BANK

which bears interest and is payable according to the terms of said note and which has a final maturity date on the 10TH day of

OCTOBER, 2000, which may be extended by the parties hereto and in consideration thereof, and in order to secure the payment thereof, and of any other obligations and indebtedness of Mortgagor to the Mortgagee, due or to become due, now existing or hereafter contracted as maker, endorser, guarantor, surety, conditional vendee or otherwise, all of which obligations are hereinafter referred to as "said indebtedness," said Mortgagor does hereby grant, bargain, sell and convey unto the said Mortgagee, the following

described property situated in SHELBY & ST. CLAIR County, Alabama, to-wit:

See Schedule "A" attached hereto and made a part hereof the same as if set out in full at this place.

15450

RECORDED IN ABOVE
MORTGAGE VOL. & PAGE
FILED ACQUITTE, AL
0304 0115
93 OCT 15 AM 10 48
WALLACE WYATT, JR.
JUDGE OF PROBATE

Inst # 1995-11912
05/08/1995-11912
10:19 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 HCD 14.50

together with the hereditaments and appurtenances thereto belonging, and also together with all equipment and fixtures now or hereafter installed therein by the Mortgagor.

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs and assigns forever and for the purpose of further securing the payment of said indebtedness and of any other obligation of the Mortgagor to the Mortgagee, due or to become due, now existing or hereafter contracted as maker, endorser, guarantor, surety, conditional vendee or otherwise, the Mortgagor hereby covenants that he is seized of said real estate in fee simple and has a good right to sell, convey and mortgage the same; that the property is free from all encumbrances.

Mortgagor agrees to pay all taxes, liens or assessments heretofore or hereafter levied against said property before the same becomes delinquent and agrees to keep the improvements situated thereon in a reasonable state of repair and not to commit or permit waste upon the premises and agrees not to remove any fixtures.

Mortgagor agrees to keep the improvements insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof in companies satisfactory to the Mortgagee with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies or any renewal of said policies to the Mortgagee.

This mortgage shall be in default under this agreement and shall become immediately due and payable forthwith, at the option of the Mortgagee, upon the happening of any one of the following events or conditions:

1. Upon the failure of the Mortgagor to pay the indebtedness upon the due date together with all other charges and/or the failure of the Mortgagor to make the payments as provided in this instrument and the Promissory Note executed simultaneously herewith.

2. Upon the failure of the Mortgagor to insure the said property or to deliver policies of insurance to the Mortgagee as herein agreed.

3. Upon the failure of the Mortgagor to pay the taxes or assessments which may be assessed against same as they become due and payable.

4. Upon the failure of the Mortgagor to pay any liens or claims which may accrue or remain on the said property.

5. Upon the Mortgagor causing substantial damage, waste, danger or misuse of said property.

6. This mortgage shall become due and payable forthwith at the option of the Mortgagee, if the Mortgagor shall convey away said premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever or if the Mortgagor causes any other encumbrance of or to the said property.

Upon such defaults Mortgagee may, at its option, declare all obligations secured hereby immediately due and payable.

If Mortgagor fails to insure said property or to keep the same free from all liens which are or may become prior to the title of the Mortgagee under this mortgage, Mortgagee may insure the same or pay said liens and the outlay, if either, shall become a part of said indebtedness, and, at the option of the Mortgagee, shall become immediately due and payable.

This conveyance is a mortgage and upon payment of said indebtedness with interest thereon, and of any other obligation of the Mortgagor to the Mortgagee, due or to become due, now existing or hereafter contracted as maker, endorser, guarantor, surety, conditional vendee or otherwise, all of which obligations are referred to as "said indebtedness" the same is to be void; but if default is made in the payment of said indebtedness or any part thereof or interest thereon as the same matures, or if Mortgagor fails to keep and perform any agreement herein contained, then in either said event, the holder of this mortgage may declare said indebtedness to be immediately due and payable and may take possession of said property and either with or without taking possession of said property may sell said property at public outcry to the highest and best bidder for cash at the door of the courthouse in said county after having given notice of the time, place and terms of sale by publication of a notice thereof once a week for three successive weeks in some newspaper published in said county, and at any sale under this mortgage, the holder of this mortgage may become the purchaser of said mortgage, and proceeds of sale applied to the cost and expense thereof, including a reasonable attorney's fee, to the payment of said indebtedness and advances with interest thereof, and any balance shall be payable to the Mortgagor.

Mortgagor agrees to pay any reasonable attorney's fee incurred by the holder of this mortgage in any judicial proceeding to which the holder of this mortgage is a party involving the mortgaged property, the lien of this mortgage, or said indebtedness, including a proceeding to foreclose this mortgage or to redeem therefrom.

I will pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$.50 and not more than \$100.00.

Mortgagor acknowledges receipt of a completed copy of a disclosure statement in connection with this loan if such disclosure is required by law to be made, and that all material disclosures under the Truth in Lending Act have been given to him.

The covenants, conditions and agreements herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the undersigned W G SWINDALL AND MARY HELEN SWINDALL

HAVE hereunto set THEIR signature and seal, this 5TH day of OCTOBER 19 93.

W. G. Swindall (Seal)
W G SWINDALL
Mary Helen Swindall (Seal)
MARY HELEN SWINDALL (Seal)
(Seal)

STATE OF ALABAMA)

COUNTY OF BLOUNT

I, THE UNDER SIGNED, a Notary Public in and for said county is said

State, hereby certify that W G SWINDALL AND WIFE, MARY HELEN SWINDALL

whose name S ARE signed to the foregoing conveyance, and who ARE known to me acknow-

ledged before me on this day, that being informed of the contents of this conveyance THEY

HAVE executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 5TH day of OCTOBER 19 93.

Beverly S. Quier
Notary Public

MY COMMISSION EXPIRES: 12/19/94

STATE OF ALABAMA)

COUNTY OF)

I, a Notary Public in and for said County is said

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 being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

Notary Public

Filing Date:

MORTGAGE DEED

a banking corporation

93 OCT 15 AM 10 48
TO
HALLACE WYATT, JR.
JUDGE OF PROBATE

RECORDED IN ABOVE
MORTGAGE VOL & PAGE
FILED AS ABOVE, AL

0304 H: 0116

SCHEDULE "A"

PARCEL I:

From the SW corner of the NE 1/4 of the NW 1/4 of Section 23, Township 17 South, Range 1 East, go North along the 1/4-1/4 section line 853.61 feet to the point of beginning; thence continue on said line 95.92 feet; thence right 88°56' for 1099.23 feet; thence right 88°57'31" for 187.05 feet; thence right 92°22'08" for 631.36 feet; thence left 32°47'28" for 142.01 feet; thence right 56°35'25" for 383.47 feet to point of beginning.

LESS AND EXCEPT that portion of caption lands conveyed to Jeffery A. Brasher and Marsha Brasher by deed recorded in Real Record 076, Page 220, being more particularly described as follows: A part of the NE 1/4 of the NW 1/4 of Section 23, Township 17 South, Range 1 East, more particularly described as follows: From the SW corner of the NE 1/4 of the NW 1/4 of Section 23, Township 17 South, Range 1 East, go North along the 1/4-1/4 line 853.61 feet to the point of beginning; thence continue on same line for a distance of 95.92 feet to a point; thence right 88°56' for a distance of 250 feet to the SE corner of Lot 2 of the Armstrong Estates - First Sector, as recorded in Map Book 5, Page 19, in the Probate Office of Shelby County, Alabama; thence in a Southerly direction and parallel with the Westerly line of said forty a distance of 200 feet, more or less, to the Northerly right of way of a chert road; thence right and in a Northwesterly direction a distance of 258 feet, more or less, to the point of beginning.

PARCEL II:

From the SW corner of the NE 1/4 of NW 1/4 of Section 23, Township 17 South, Range 1 East, go North along the 1/4-1/4 line 853.61 feet to a point; thence continue on same line 95.92 feet to a point; thence 88°56' right for 1099.23 feet to the point of beginning; thence right 88°57'31" for 187.05 feet to a point; thence left 0°49'29" a distance of 231.90 feet to a point; thence left and in an Easterly direction a distance of 214.42 feet, more or less, to a point on East line of said forty, a distance of 402.97 feet South of the Southeast corner of Lot 13, according to Armstrong Estates - First Sector, as recorded in Map Book 5, Page 19, in Probate Office of Shelby County, Alabama; thence North along the East line of said 1/4-1/4 Section a distance of 402.97 feet to the SE corner of said Lot 13 of Armstrong Estates - First Sector, as recorded in Map Book 5, Page 19, in Probate Office of Shelby County, Alabama; thence left 91°03' along the South line of said Lot 13 and an extension thereof a distance of 220.10 feet; thence left 88°47' a distance of 44.85 feet; thence right 88°47' a distance of 1.12 feet to point of beginning.

Lot 44 of Section "A", Sheet 1 of Pinedale Shores, a subdivision, according to Map Book 4, Page 25 of the records in the Office of the Judge of Probate, St. Clair County, Alabama.

SIGNED FOR IDENTIFICATION:

W. G. Swindall

Mary Helen Swindall

ST. CLAIR COUNTY
JUDGE OF PROBATE
RECORDED IN ABOVE
MORTGAGE VOL. & PAGE
TULSA, OKLAHOMA, AL
0304 0117
MTG. TAX
DEED TAX
RECORDING FEE
INDEXING FEE
CERT. FEE
TOTAL

21611-5661 # 1541

05/08/1995-11912
21611-5661/80/50
10:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 14.50