

STATE OF ALABAMA

Shelby COUNTY:

This instrument prepared by:

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

THIS INDENTURE, Made and entered into on this, the 2 day of May 19 95 by and between

David A. Miller and Hazel Susan Miller, Married

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

WITNESSETH: That, WHEREAS, the said David Allen Miller and Hazel Susan Miller, Married, purchase money mortgage

justly indebted to the Mortgagee in the sum of Ten Thousand twenty three dollars and 50/100 -----\$10,023.50 ----- which is evidenced as follows, to-wit:

One promissory installment note of even date from Mortgagors to Mortgagee in the sum of \$11,651.70, including principal and interest and said sum payable as follows: 30 equal, consecutive, monthly installments of \$388.39 each, commencing on the 1 day of June, 19 95, and continuing on the 1 day of each month thereafter until the 1 day of November, 19 97, when the final payment of \$388.39 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:

Shelby

County, Alabama, to-wit:

A tract or parcel of land in Shelby County, State of Alabama, and lying and being in the NE 1/4 of the SW 1/4 and the SE 1/4 of the NW 1/4 of Section 9, Township 19 South, Range 2 East and being more particularly described as follows:

Commence at the Southwest corner of the NW 1/4 of SE 1/4 of said Section 9 and proceed in an Easterly direction along the South boundary of said 1/4-1/4 Section for a distance of 321.3 feet to a point on a fence; thence North 01 deg. 00 min. West along said fence for a distance of 1465 feet to a point; thence South 89 deg. 00 min. West for a distance of 666 feet to the point of beginning of property herein described; thence South 51 deg. 10 min. West for a distance of 302 feet to an iron pipe; thence North 65 deg. 04 min. West for a distance of 180 feet, more or less, to a point in the center of County Highway No. 81; thence North 03 deg. 50 min. East along the center line of said road for a distance of 192 feet to a point in the center of said road, said point being the beginning of a curve concave right; thence in a Northeasterly direction along the center line of said road and curve concave right for a distance of 700 feet, more or less, to point of ending of said curve; thence North 78 deg 30 3 min. East and continuing along the center line of said road for a distance of 359 feet to a point in the center of said road; thence South 21 deg. 44 min. West for a distance of 185.9 feet to an iron corner; thence South 46 deg. 52 min. West for a distance of 326.8 feet to an iron pipe; thence South 25 deg. 43 min. West for a distance of 149.4 feet to an iron pipe; thence South 18 deg. 57 min. West for a distance of 94.4 feet to an iron pipe and the point of beginning.

Containing 7.1 acres according to survey of Billy R. Martin dated December 19, 1980.

05/15/1995-12588
09:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCO 29.65

Inst # 1995-12588

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.) David Allen Miller (L.S.)
(L.S.) Hazel Susan Miller (L.S.)

STATE OF ALABAMA, }

Shelby COUNTY }

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

I, the undersigned authority, in and for said County, in said State, hereby certify that

David Allen Miller and Hazel Susan Miller, Married

whose names are signed to the foregoing conveyance, and who is known to me (or made known to me) acknowledged before me on this day that, being informed of the contents of the conveyance, are executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 2 day of May 19 95

MY COMMISSION EXPIRES NOV. 14, 1998

Shelby K. Hayle
Notary Public

MY COMMISSION EXPIRES NOV. 14, 1998

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

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