STATE OF ALABAMA }
COUNTY OF CLAY }

MORTGAGE

Whereas the undersigned Marsha Lynn Williams, an unmarried woman (herein called the Mortgagor), is justly indebted to FIRST STATE BANK OF CLAY COUNTY (herein called the Mortgagee), in the sum of Eleven thousand seventy two and 06/100-------------- Dollars ($11,072.06-------), and may become indebted to the Mortgagee in additional amounts, payable as provided in the note of the Mortgagor,

Now therefore, to secure the prompt payment of the above indebtedness and any other indebtedness owing by the Mortgagor to the Mortgagee, whether or not related to the above mentioned note, without limitation as to amount, whenever advanced, and whenever due, before the full payment and satisfaction of record of this mortgage, the Mortgagor has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto the Mortgagee the following described property situate in Shelby County, Alabama, to-wit:

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Lot 7, according to the survey of Brookhollow, First Sector, as recorded in Map Book 17 page 103 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama

together with all the hereditaments and appurtenances thereunto belonging, and all fixtures now and hereafter attached to or on this property,

To have and to hold the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining unto the said Mortgagee and its successors and assigns.

And the Mortgagor hereby convenants that he is seized of said property in fee simple, and has a good right to sell and convey the same; and that the Mortgagor, and his heirs, and assigns will forever defend the same unto the Mortgagee, its successors and assigns, against the claims of all persons whomsoever.

This mortgage is made subject to the following covenants, conditions, and agreements:

1. The Mortgagor will promptly perform all agreements herein contained, including those for the payment of money, and while there is no default therein shall retain possession of the mortgaged property.

2. As to any personal property described above, Mortgagor agrees to keep same in possession of Mortgagor, to keep same in good condition, to use same only for legal purposes and not to remove same from the county where located as stated above.

3. Mortgagor will maintain hazard and liability insurance, of such types and amounts and with such companies as may be approved by the Mortgagee, such policies to include loss payable clause in favor of the Mortgagee. In the event of loss, the Mortgagee is authorized to make claim, settlement, and credit the proceeds to the indebtedness secured hereby. Mortgagor shall maintain such insurance at the expense of Mortgagor.

4. If the Mortgagor fails to insure the property as herein provided, or pay all taxes or assessments or other claims, charges, or liens against same, the Mortgagee may, at its option, buy such insurance or pay such claims, charges, or liens and any money so paid shall constitute an additional debt secured hereby, immediately due and payable. Mortgagor agrees to keep said property in good condition, and shall make no structural changes thereon without the written consent of the Mortgagee, and agrees to pay all taxes, assessments, and other claims, charges, or liens that may become liens upon said property.

5. If the Mortgagee employs an attorney relative to any charge or lien or claim of charge or lien relative to the property here mortgaged, relative to any cloud on the title of the property here mortgaged, or relative to any lien, charge, or claim of same, or if any action be brought for the breach of any obligation hereunder, the Mortgagor will pay, in addition to all other sums provided herein, a fee of 15% of the amount due if the original amount of the mortgage is over $300 to an attorney relative to such matters, and if such fee is paid or incurred by the Mortgagee, the same shall be an additional debt secured by this mortgage, immediately due and payable.

6. The Mortgagor covenants that the above property is and will remain free and clear of all liens and encumbrances except for this mortgage, and the Mortgagor agrees to personally retain possession of these premises, and not sell, lease or further mortgage the same. Breach of any of the provisions of this paragraph shall be a default hereunder, on which the entire balance secured hereby shall be immediately due and payable.

7. If the Mortgagor shall fail to pay any part of any payment due hereunder, whether present or future indebtedness, when due, or breach or fail to do or perform any other covenant, agreement act or thing herein required or agreed to be done or performed, in such event, the whole indebtedness hereby secured shall, at the option of the Mortgagee, without notice, become immediately due and payable, and the Mortgagee shall have the right to immediate possession of the mortgaged property, and after or without taking possession of said property, to sell same at public sale after giving 30 days notice of the time and place of such sale by publishing such notice once a week for three successive weeks in a newspaper published in said County. The proceeds of such sale shall be applied (1) to the cost of the sale, including attorney's fees, (2) to all indebtedness secured hereby, and (3) any remainder refunded to the Mortgagor. The Mortgagee may bid at such sale and purchase such property.

8. If the Mortgagor shall well and truly do and perform all things required herein, and pay all of his indebtedness to the Mortgagee, whether or not related to the debt herein specifically referred to, without limitation as to amount or when advanced, then this conveyance shall be null and void; otherwise it shall continue in full force and effect.

9. Wherever used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine gender shall include all genders.

Given under our hands and seals this 12th day of May, 19 95.

This instrument was prepared by:
Richard Whatley, Mortgage Loan Officer
First State Bank of Clay County
P O Box 547
Lineville, AL 36266
Phone 205-354-2145

Marsha Lynn Williams (SEAL)

Inst # 1995-13232 (SEAL)

05/19/1995-13232
12:23 PM CERTIFIED (SEAL)

SHELBY COUNTY JUDGE OF PROBATE (SEAL)

STATE OF ALABAMA

COUNTY OF CLAY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Marsha Lynn Williams, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12 day of May, 1995.

Linda Williamson
Notary Public

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