

This instrument was prepared by

**MERCHANTS & PLANTERS BANK**

P.O. Box 240, Montevallo, Alabama 35115

STATE OF ALABAMA

COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS: That this mortgage made and entered into on the day the same bears date by and between Ronald W. Cox and wife, Myriam C. Cox (hereinafter called "Mortgagors," whether one or more) and MERCHANTS & PLANTERS BANK, Montevallo, Alabama, a corporation (hereinafter called "Mortgagee"), WITNESSETH:

Whereas, Mortgagors are justly indebted to Mortgagee in the sum of Twenty Five Thousand

Dollars  
Fifty Five and 50/100 - - - - -  
(\$ 25,055.50) evidenced by promissory note bearing even date with this instrument, and due and payable in accordance with the terms of said note; and,

Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof, as well as any extensions or renewals of said indebtedness or any part or portion thereof; and,

Whereas, Mortgagors may be or hereafter become further indebted to Mortgagee as may be evidenced by promissory note or notes or otherwise, and it is the intent of the parties hereto that this mortgage shall secure any and all indebtednesses of Mortgagors to Mortgagee, whether now existing or hereafter arising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect, and this mortgage is to secure not only the indebtedness evidenced by the note hereinabove specifically referred to, but any and all other debts, obligations or liabilities of Mortgagors to Mortgagee, now existing or hereafter arising, and any and all extensions or renewals of same, or any part thereof, whether evidenced by note, open account, endorsement, guaranty, pledge or otherwise.

NOW, THEREFORE, in consideration of the premises, said Mortgagors, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, together with all improvements thereon and appurtenances thereto, situated in Shelby County, State of Alabama, to wit:

See EXHIBIT A attached hereto and incorporated herewith as though fully set out herein.

Inst # 1995-34287

11/30/1995-34287  
10:12 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOA HCU 53.65

Said real estate is warranted free from all encumbrances and Mortgagors warrant the same against any adverse claims, except as stated above.

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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 any other indebtedness or indebtednesses secured by this mortgage, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee, may at Mortgagee's option pay off the same; and to further secure said indebtedness and any other indebtedness or indebtednesses secured by this mortgage, undersigned agrees to keep the improvements on said real estate 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 said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured and any other indebtedness or indebtednesses secured by this mortgage, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagors pay said promissory note and any renewals or extensions thereof, and pay all other indebtedness or indebtednesses secured by this mortgage, as hereinabove generally referred to, and if said Mortgagors reimburse said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness evidenced by said promissory note or any other indebtedness or indebtednesses hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the 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 it may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagors and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage by Court action, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned Mortgagors

Ronald W. Cox and wife, Myriam D. Cox

have hereunto set their signatures, and seal, this 16th day of November, 1995

..... Ronald W. Cox ..... (SEAL)

..... Myriam D. Cox ..... (SEAL)

..... (SEAL)

..... (SEAL)

THE STATE of Alabama  
Shelby COUNTY }

I, the undersigned Sandra C. Davison, a Notary Public in and for said County, in said State, hereby certify that Ronald W. Cox and wife, Myriam D. Cox whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day, that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 16th day of November, 1995

..... Sandra C. Davison, Notary Public. 105-91

THE STATE of COUNTY }

I, the undersigned hereby certify that, a Notary Public in and for said County, in said State, whose name as 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

Return to:

MERCHANTS & PLANTERS BANK

P.O. Box 240

Montevallo, Alabama 35115

MORTGAGE

A 30 foot ingress/egress easement over and across a part of the NE 1/4 of the NW 1/4 of Section 1, Township 24 North, Range 15 East, being 15 feet either side and adjacent to the below described centerline.

As a point of beginning start at the Northwest corner of the NE 1/4 of the NW 1/4 and run South 44 degrees 47 minutes east for a distance of 209.78 feet to a point; thence with a deflection angle of 31 degrees 17 minutes right, run South 13 degrees 30 minutes east for a distance of 342.84 feet to a point; thence with a deflection angle of 64 degrees 14 minutes left, run South 77 degrees 44 minutes East for a distance of 580.10 feet to a point; thence with a deflection angle of 83 degrees 58 minutes right, run South 6 degrees 14 minutes West for a distance of 147.59 feet to the point of ending of said centerline.

Grantor expressly reserves unto itself, its successors, and assigns the following described easement traversing, in part, the property, granted herein:

A 30 foot ingress/egress easement over and across a part of the NE 1/4 of the NW 1/4 of Section 1, Township 24 North, Range 15 East, being 15 feet either side and adjacent to the below described centerline.

As a point of beginning start at the Northwest corner of the NE 1/4 of the NW 1/4 and run South 44 degrees 47 minutes east for a distance of 209.78 feet to a point; thence with a deflection angle of 31 degrees 17 minutes right, run South 13 degrees 30 minutes east for a distance of 342.84 feet to a point; thence with a deflection angle of 64 degrees 14 minutes left, run South 77 degrees 44 minutes East for a distance of 580.10 feet to a point; thence with a deflection angle of 83 degrees 58 minutes right, run South 6 degrees 14 minutes West for a distance of 147.59 feet to the point of ending of said centerline. Also, a 30 foot wide road right-of-way being about 50 feet in length as an extension of the above described 324.84 foot leg into the North line of Parcel No. 1

Grantor grants unto Grantee, his heirs, and assigns, a non-exclusive right to the use and benefit of the above described easement for the purpose of ingressing and egressing the property granted herein.

SUBJECT TO all rights-of-ways and easements that may be of record or in evidence through use.

GRANTOR RESERVES unto itself, its successors or assigns, all oil, gas, mineral and mining rights that it may own.

Parts of the NE 1/4 of the NW 1/4 of Section 1, Township 24 North, Range 15 East, in Shelby County, Alabama, said parcels being more particularly described as follows:

Parcel No. 1

To find the point of beginning start at the Northwest corner of the NE 1/4 of the NW 1/4 and run in a Southerly direction and along the West boundary of the NE 1/4 of the NW 1/4 for a distance of 525.09 feet to the point of beginning; thence continue in a Southerly direction and along the West boundary of the NE 1/4 of the NW 1/4 for a distance of 205.06 feet to a point on the North margin of Lay Lake; thence with a deflection angle of 111 degrees 17 minutes left, run in a Northeasterly direction and along the North margin of Lay Lake for a distance of 76.28 feet to a point; thence with a deflection angle of 49 degrees 17 minutes right, run in a Southeasterly direction and along the North margin of Lay Lake for a distance of 136.78 feet to a point; thence with a deflection angle of 3 degrees 57 minutes right, continue in a Southeasterly direction and along the North margin of Lay Lake for a distance of 219.44 feet to a point; thence with a deflection angle of 56 degrees 13 minutes right, run in a Southerly direction and along the North margin of Lay Lake for a distance of 71.65 feet to a point; thence with a deflection angle of 45 degrees 24 minutes right, run in a Southwesterly direction and along the North margin of Lay Lake for a distance of 83.41 feet to a point; thence with a deflection angle of 85 degrees 14 minutes left, run in a Southeasterly direction and along the North margin of Lay Lake for a distance of 60.54 feet to a point; thence with a deflection angle of 66 degrees 10 minutes left, run in a Northeasterly direction and along the North margin of Lay Lake for a distance of 114.59 feet to a point; thence with a deflection angle of 36 degrees 47 minutes left continue in a Northeasterly direction and along the North margin of Lay Lake for a distance of 157.28 feet to a point; thence with a deflection angle of 6 degrees 27 minutes right, continue in a Northeasterly direction and along the North margin of Lay Lake for a distance of 251.71 feet to a point; thence with a deflection angle of 55 degrees 12 minutes right, run in an Easterly direction and along the North margin of Lay Lake for a distance of 69.19 feet to a point; thence with a deflection angle of 87 degrees 12 minutes left, run in a Northerly direction for a distance of 145.15 feet to a point; thence with a deflection angle of 96 degrees 24 minutes left, run in a Westerly direction for a distance of 826.11 feet to the point of beginning, said parcel containing 5.24 acres more or less.

Parcel No. 2

To find the point of beginning start at the Northwest corner of the NE 1/4 of the NW 1/4 and run in a Southerly direction and along the West boundary of the NE 1/4 of the NW 1/4 for a distance of 525.09 feet to a point; thence with a deflection angle of 86 degrees 34 minutes left, run in an Easterly direction for a distance of 826.11 feet to the point of beginning; thence with a deflection angle of 96 degrees 24 minutes right, run in a Southerly direction for a distance of 145.15 feet to a point; thence with a deflection angle of 83 degrees 33 minutes left, run in a Southeasterly direction for a distance of 222.98 feet to a point on the North margin of Lay Lake; thence with a deflection angle of 93 degrees 37 minutes left, run in a Northerly direction and along the North margin of Lay Lake for a distance of 266.17 feet to a point; thence with a deflection angle of 26 degrees 25 minutes right, run in a Northeasterly direction and along the North margin of Lay Lake for a distance of 141.85 feet to a point; thence with a deflection angle of 105 degrees 11 minutes left, run in a Northwesterly direction for a distance of 240.00 feet to a point; thence with a deflection angle of 89 degrees 41 minutes left, run in a Southwesterly direction for a distance of 286.76 feet to the point of beginning, said parcel containing 2.12 acres more or less.

Said parcels subject to the following ingress/egress easement.

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10:12 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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