

STATE OF ALABAMA }  
COUNTY. }

This instrument prepared by:

**THIS INDENTURE**, Made and entered into on this, the 28th day of February 1996 by and between  
Michael N. Verciglio

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

**WITNESSETH: That, WHEREAS**, the said Michael N. Verciglio

justly indebted to the Mortgagee in the sum of ThirtyTwoThousandSevenHundred and 00/100  
Dollars (\$32,700.00)

which is evidenced as follows, to-wit:

A \$32,700.00 note dated 02/28/96 and any extension or renewal of this note.

**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: See Exhibit " A "

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004 MCD 65.05

**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.

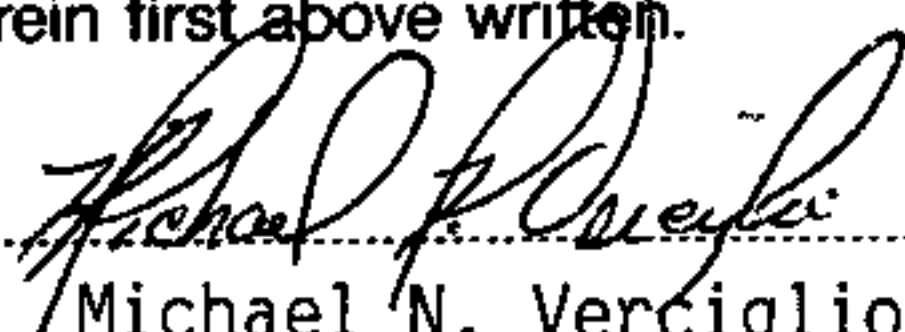
In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagor in and to said premises, either at law or in equity. The 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.

  
Michael N. Verciglio (L.S.) (L.S.)  
(L.S.) (L.S.)

STATE OF ALABAMA, }

Talladega COUNTY }

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

Michael N Verciglio

whose name ..... is ..... 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, ..... executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 28th day of February 19 96 .

Brenda B. Borden  
Notary Public

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



Exhibit " A "

Begin at the Northeast corner of the NE1/4 of Section 32, Township 19 South, Range 1 East, Shelby County, Alabama; thence in a Westerly direction along North line of said quarter Section 15 feet to point of beginning; thence continue along last course 570.00 feet; thence left 81 deg. 52' 49" and run Southwesterly 437.38 feet; thence left 101 deg. 1' 55" and run Easterly 100 feet; thence left 90 deg. 00 min. in a Northerly direction 0 feet; thence in a Northeasterly direction 655.00 feet, more or less, to point of beginning.

The acreage sold shall be conveyed by metes and bounds description which shall extend to the center of the road. Said road is a private road and is not dedicated as a public highway or street. The conveyance by which title will be transferred to purchase shall create a right-of-way easement granting the rights of ingress and egress to the adjoining plots of land bordering said private road. The easement thus created shall be a perpetual easement appurtenant to and for the benefit of the adjoining land and purchaser hereby agrees that he will be bound by the terms thereof. Purchaser will be required to and agrees to repair and maintain the road by contributing his proportionate share of the total cost thereof in order to maintain accessibility to all acres bordering said private road. Purchaser's proportionate share shall be prorated according to the number of acres one has in proportion to the total number of acreage served by said road. This covenant to repair shall run with the land, and the cost of maintenance and repair of said road shall be charged on the land in whosever hands it shall be at the time of such maintenance or repair.

This property is subject to the following restriction, which shall attach and run with the land; There shall be no trailers placed on said property. Minerals and mining rights are reserved to the Grantor.

ALSO: Commence at the NE corner of the NE1/4 of section 32, Township 19 South, Range 1 East, Shelby County, Alabama and run South along the East line of said 1/4-1/4 Section 626.27 feet to a point of intersection with a line which is 38 feet Northwesterly of the South line of the pipeline easement, thence an angle to the Right of 68 degrees 00' and run Southwesterly and parallel to the South line of said pipeline easement 1649.67 feet to point of beginning; thence continue along last described course 396.39 feet; thence an angle to the right of 92 degrees 39' 15" and run Northerly 190.14 feet; thence an angle to the right of 3 degrees 01' 39" and run Northerly 230.00 feet; thence an angle to the right of 23 degrees 05' 24" and run

Northeasterly 210.00 feet; thence an angle to the right of 78 degrees 54' and run Easterly 35.00 feet; thence an angle to the left of 75 degrees 47' 36" and run Northeasterly 240.95 feet; thence an angle to the right of 75 degrees 47' 36" and run Easterly 340.00 feet; thence an angle to the right of 90 degrees 00' and run Southerly 727.95 feet to point of beginning.

The acreage sold shall be conveyed by metes and bounds description which shall extend to the center of the road. Said road is a private road and is not dedicated as a public highway or street. The conveyance by which title will be transferred to purchase shall create a right-of-way easement granting the rights of ingress and egress to the adjoining plots of land bordering said private road. The easement thus created shall be a perpetual easement appurtenant to and for the benefit of the adjoining and and purchaser hereby agrees that he will be bound by the terms thereof. Purchaser will be required to and agrees to repair and maintain the road by contributing his proportionate share of the total cost thereof in order to maintain accessibility to all acres bordering said private road. Purchaser's proportionate share shall be prorated according to the number of acres one has in proportion to the total number of acreage served by said road. This covenant to repair shall run with the land, and the cost of maintenance and repair of said road shall be charged on the land in whosever hands it shall be at the time of such maintenance or repair.

This property is subject to the following restriction, which shall attach and run with the land; There shall be no trailers placed on said property. Minerals and mining rights are reserved to the Grantor.

**LESS AND EXCEPT:**

Commence at the Northeast corner of the Northeast Quarter of Section 32, Township 19 South, Range 1 East, Shelby county, Alabama, and run South along the East boundary line of said Section 32 for a distance of 626.27 feet to the centerline of pipeline; thence from an angle of 69 degrees 06 minutes 12 seconds to the right and run along said centerline of pipeline for a distance of 1638.51 feet to the point of beginning; thence continue along last said course for 275.50 feet; thence turn an angle of 114 degrees 05 minutes 57 seconds to the right and run 792.16 feet; thence turn an angle of 82 degrees 27 minutes 50 seconds right and run 172.31 feet; thence turn an angle of 90 degrees 59 minutes 01 seconds to the right and run 706.88 feet to the point of beginning.

Situated in Shelby County, Alabama.

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