

STATE OF ALABAMA

SHELBY COUNTY.

This instrument prepared by:

THIS INDENTURE, Made and entered into on this, the 29 day of May 19 96 by and between

Anthony Joseph and wife, Carolyn B. Joseph are hereinafter called Mortgagor (whether singular or plural); and First Bank of Childersburg, a banking corporation hereinafter called the Mortgagee:

WITNESSETH: That, WHEREAS, the said Anthony Joseph and wife, Carolyn B. Joseph are justly indebted to the Mortgagee in the sum of Five Hundred Eight Thousand and 00/100 Dollars (\$508,000) which is evidenced as follows, to-wit:

A real estate promissory note which was executed simultaneously herewith and any renewals thereof.

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 attached "Exhibit A" for legal description incorporated herein

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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.)

(L.S.)

(L.S.)

(L.S.)

STATE OF ALABAMA, }
SHELBY COUNTY }

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

.....Anthony Joseph and Carolyn B. Joseph.....

whose name (s).....are..... signed to the foregoing conveyance, and whoare..... 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 the29..... day ofMay..... 19 96..... .

.....
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

A parcel of land in the NW 1/4 of the SE 1/4 of Section 3, Township 20 South, Range 1 West, Shelby County, Alabama described as follows:
From the NE corner of the NW 1/4 of SE 1/4 of Section 3, Township 20 South, Range 1 West, being the point of beginning of herein described parcel of land, run thence South along the East boundary of said NW 1/4 of SE 1/4 a distance of 436.21 feet; thence turn 88 deg. 12 min. 28 sec. right and run 500.0 feet; thence turn 91 deg. 47 min. 32 sec. right and run 436.21 feet to a point on the North boundary of aforementioned NW 1/4 of SE 1/4; thence turn 88 deg. 12 min. 28 sec. right and run 500.0 feet to the point of beginning of herein described parcel of land.

Also, an easement for ingress and egress varying in width to-wit:
From the SW corner of the heretofore described parcel of land, run thence East along the South boundary line of said parcel a distance of 167.08 feet to a point of beginning of the centerline of a 50.0 foot easement; thence turn 100 deg. 49 min. 12 sec. right and run 14.09 feet along said centerline and the following courses: 14 deg. 40 min. 04 sec. right for 49.86 feet; 14 deg. 40 min. 07 sec. right for 49.86 feet; 12 deg. 26 min. 42 sec. right for 34.80 feet; 05 deg. 06 min. 39 sec. right for 117.65 feet; 13 deg. 01 min. 39 sec. left for 49.57 feet; 26 deg. 03 min. 20 sec. left for 49.57 feet; 21 deg. 26 min. 52 sec. left for 32.20 feet; 08 deg. 45 min. 09 sec. left for 12.55 feet; 09 deg. 35 min. 15 sec. right for 49.77 feet; 19 deg. 10 min. 28 sec. right for 49.77 feet; 19 deg. 10 min. 31 sec. right for 49.77 feet; 14 deg. 37 min. 12 sec. right for 26.22 feet; 05 deg. 02 min. 01 sec. right for 49.46 feet; 04 deg. 36 min. 58 sec. left for 49.95 feet; 09 deg. 13 min. 56 sec. left for 49.95 feet; 08 deg. 37 min. 47 sec. left for 43.44 feet; 04 deg. 00 min. 51 sec. left for 35.71 feet; 08 deg. 19 min. 23 sec. left for 49.82 feet; 16 deg. 38 min. 48 sec. left for 49.82 feet; 16 deg. 38 min. 48 sec. left for 49.82 feet; 13 deg. 30 min. 49 sec. left for 31.14 feet; 05 deg. 11 min. 23 sec. left for 97.97 feet; 02 deg. 45 min. 25 sec. right for 49.98 feet; 05 deg. 30 min. 50 sec. right for 49.98 feet; 05 deg. 22 min. 53 sec. right for 47.57 feet; 02 deg. 37 min. 24 sec. right for 187.04 feet; 06 deg. 02 min. 35 sec. right for 49.91 feet; 12 deg. 05 min. 08 sec. right for 49.91 feet; 10 deg. 47 min. 17 sec. right for 39.22 feet; 04 deg. 44 min. 41 sec. right for 7841.24 feet; 91 deg. 13 min. 46 sec. left for 1265.35 feet to a point ending said 50.0 foot easement and beginning of the centerline of a 30.0 foot easement; thence turn 30 deg. 26 min. 19 sec. right and run 78.01 feet along said centerline; thence turn 21 deg. 38 min. 50 sec. left and run 139.71 feet along said centerline to a point of termination in the center of Shelby County Highway #47.

All being situated in Shelby County, Alabama.

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