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 J. Dennis Sims d/b/a JDS Homes and wife, Vicki D. Sims (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

Seventy-five Thousand and

No / 100 - - - - - - - - - - Dollare (\$ 75,000,00), 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, piedge 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 Mortgages the following described real setate, together with all improvements thereon and appurtenances thereto, situated in Shelby County, State of Alabama, to wit:

Lot 21, according to the survey of Magnolia Park, St. Charles Place, Phase Three, Sector One, as recorded in Map Book 21, Page 4, in the Probate Office of Shelby County, Alabama.

Minerals and mining rights excepted.

Inst + 1996-25224

OB/O6/1996-25334 11:O9 AM CERTIFIED WELF CHITY MAK IF PRIMITE WELF CHITY MAK IF PRIMITE To Have And To Hold the above granted property unto the said Mortgages, Mortgages'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 morigage, 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 Morgagee's option pay off the same; and to further secure said indebtedness and any other indebtedness are 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 Mortgages, 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 Mortgages; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgages, 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 Mortgages for taxes, assessments or insurance, shall become a debt to said Mortgages 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 Mortgages, 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 reimbures said Mort gagee 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 Mortgages or sesigns, 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 Mortgages 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 Mortgages, 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 Mortgages, 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 playment 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 Mortgagos, 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 Mortgages 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.

THE STATE of Alabama Shelby COUNTY I, the undersigned Shelby COUNTY I, the undersigned of Evelyn B. Phillips and of said County, in said thereby certify that J. Dennis Sims d/b/a JDS Homes and wife, Vicki D. Sims whose names a Testing of the contents of the conveyance, and who are known to me acknowledged before me on this day, that informed of the contents of the conveyance they executed the same voluntarity on the day the same bears data. Given under my hand and add first said said the conveyance in the conveyance in the conveyance in the conveyance, and who is known to me, acknowledged before me, on this day that, being infer a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being infer a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being infer a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being infer a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being infer action. Given under my hand and official seal, this the day of 19 Notary Public in and for said County, in said the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarity for and as the act of said the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarity for and as the act of said the contents of such conveyance, he as such officer and with full authority, executed the same voluntarity for and as the act of said the contents of such conveyance, he as such officer and who is known to me, acknowledged before me, on this day that, being infer and such conveyance, he are such as a corporation. Notary Public in and for said County, in said the contents of the	ave hereunto set their s	ignature ^S and seal, this	5th day of	August	Sims 96	
THE STATE of Alabama Shelby COUNTY I, the undersigned Evelyn B. Phillips and wife, Vicki D. Sims d/b/a JDS Homes and wife, Vicki D. Sims whose nashe are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date. Given under my hand and official seal, this the COUNTY I, the undersigned hereby certify that 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 infer a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being infer a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being infer a corporation, is signed to the foregoing conveyance, and with full authority, executed the same voluntarily for and as the act of said the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said the contents of such conveyance, he are conveyance, and who is known to me, acknowledged before me, on this day that, being infer a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being infer a corporation. In the contents of such conveyance, and who is known to me, acknowledged before me, on this day, that information to the contents of such conveyance, and who is known to me, acknowledged before me, on this day, that information to the contents of the contents				will True	(SEAL)	
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