

STATE OF ALABAMA

Shelby

COUNTY.

This instrument prepared by: R. M. Cleckler, Jr.
Childersburg, AL 35044

THIS INDENTURE, Made and entered into on this, the 15th day of November 1996 by and between

James E. Wyatt, Sr. and wife, Betty S. Wyatt

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

WITNESSETH: That, WHEREAS, the said James E. Wyatt, Sr. and wife, Betty S. Wyatt

is indebted to the Mortgagee in the sum of Sixteen Thousand Two Hundred Forty Four and 03/100 Dollars
(\$16,244.03) Plus Interest

which is evidenced as follows, to-wit:

One promissory installment note of \$34,943.40
dated October 21, 1991 from Mortgagors to Mortgagee in the sum of \$34,943.40
including principal and interest and said sum payable as follows: 180 equal, consecutive, monthly installments
of \$194.13 each, commencing on the 3rd day of December 1991, and continuing on
the 3rd day of each month thereafter until the 3rd day of November 2006, when the final
payment of \$194.13 shall be due and payable.

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:

A parcel of land containing 0.90 acre, more or less, located in the
SW 1/4 of Section 11, Township 19 South, Range 2 East, Shelby County,
Alabama, described as follows: Commence at the NW corner of said Section
11; thence run South along the West line of said Section a distance
of 3108.67 feet; thence turn left 71 degrees 52 minutes 51 seconds a
distance of 1333.65 feet to the Southeasterly right-of-way of Highway
#231 and the point of beginning; said right-of-way established by existing
iron and fence lines, Highway Data unavailable; said point also being
on the Southerly side of Spring Creek; thence continue last course along
said Creek a distance of 130.06 feet; thence turn right 93 degrees 58
minutes 42 seconds a distance of 315.52 feet; thence turn right 86 degrees
01 minutes 18 seconds a distance of 120.54 feet to the aforementioned
right-of-way; thence turn right 92 degrees 15 minutes 00 seconds along
said right-of-way a distance of 315.00 feet to the point of beginning.

There exist an easement 20 feet wide for the purpose of ingress, egress
and utilities, across the above described parcel, 15 feet on each side
of the following described centerline; Commence at the SE corner of
the above described parcel; thence run Northeasterly along the Easterly
line of said parcel a distance of 29.24 feet to the point of beginning
of said centerline; thence turn left 91 degrees 03 minutes 35 seconds
a distance of 90.13 feet; thence turn left 11 degrees 18 minutes 06
seconds a distance of 31.75 feet to the Easterly right-of-way of Highway
#231. Situated in Shelby County, Alabama

12/04/1996 PM CERTIFIED
03:42 PM
SHELBY COUNTY JUDGE OF PROBATE
003 MEL 37.95

Conwill + Justice

Inst # 1996-39916

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.)

James E. Wyatt, Sr.
James E. Wyatt, Sr.

(L.S.)

(L.S.)

Betty S. Wyatt
Betty S. Wyatt

(L.S.)

STATE OF ALABAMA,

Shelby

COUNTY

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

James E. Wyatt, Sr. and wife, Betty S. Wyatt

whose name S signed to the foregoing conveyance, and who are known to me (or made known to me) acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 15th day of November 19 96.

Memmy Williams
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

Inst # 1996-39916

12/04/1996-39916
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SHELBY COUNTY JUDGE OF PROBATE
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