STATE OF ALABAMA

Shelby **COUNTY.**

This instrument prepared by: 1st Bank of Childersburg
16712 Hwy 280
Chelsea, AL 35043

1996-41492

THIS INDENTURE, Made and entered into on this, the 27 day of September 19 96 by and between Greg A. Church and Lynn T. Church, husband and wife

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

WITNESSETH: That, WHEREAS, the said Greg A. Church and Lynn T. Church, husband and wife are

justly indebted to the Mortgagee in the sum of One hundred and fifty thousand and fifty dollars ($150,050.00) which is evidenced as follows, to-wit:

Property known as 1790 Old Hwy 280 further described in attached'Exhibit D'
One promissory single pay note and any renewal 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:

Property described on attached "Exhibit D"

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SHELBY COUNTY JUDGE OF PROBATE
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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 conditon 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.) X [illegible] .... (L.S.)

.... (L.S.) ✓ Lynn Church .... (L.S.)

"D"

We, Post, Buckley, Schuh & Jernigan, Inc., certify this to be a true and correct plat of survey of a parcel located in the Northwest of the Southeast and the Northeast of the Southeast, all being Quarters of Section 23 Township 19 South, Range 1 West, Shelby County Alabama, and more completely described as follows;

Commencing at a concrete monument which is the Southeast corner of said Section 23, thence in a Northerly direction and along the East line of the Southeast of the Southeast, both being Quarters of said Section 23, run a distance of 1325.83 feet to a lighter knot post which is the Southeast corner of the Northeast of the Southeast, both being Quarters of said Section 23; thence with an angle right of 89°17'09", and in a Westerly direction along the South line of the Northeast of the Southeast, both being Quarters of said Section 23, run a distance of 1370.32 feet to a point which is the Southwest corner of the Northeast of the Southeast, both being Quarters of said Section 23; thence with an angle right of 180° and in a Westerly direction along the South line of the Northwest of the Southeast, both being Quarters of said Section 23, run a distance of 819.30 feet to a point which bears Easterly, and 523.91 feet distant from the Southwest corner of the Northwest of the Southeast, both being Quarters of said Section 23; thence with an angle right of 270°, and at right angles to the South line of the Northwest of the Southeast, both being Quarters of said Section 23 and in a Northerly direction run a distance of 100.00 feet to a capped rod which is the Point of Beginning; thence with an angle right of 270°, parallel with and 100.00 feet in a Northerly direction from the South line of the Northwest of the Southeast, both being Quarters of said Section 23, and in an Easterly direction run a distance of 1100.00 feet to a capped rod; thence with an angle right of 90° and in a Northerly direction run a distance of 970.20 feet to a capped rod; thence with an angle right of 90° and in a Westerly direction run a distance of 1100.00 feet to a capped rod; thence with an angle right of 90° and in a Southerly direction run a distance of 970.20 feet to a capped rod and the Point of Beginning, containing 24.50 acres more or less.

Less and except a 60 foot wide access easement situated in Sections 23 and 26, Township 19 South, Range 1 West, the centerline of which is described as follows:

Commence at the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section 26, Township 19 South, Range 1 West, and run South along the East line of said Quarter - Quarter a distance of 416.60 feet to the Northern right-of-way of old Highway 280; thence turn an angle to the right of 268°28'00" and run Westerly along said right-of-way a distance of 867.60 feet; thence turn an angle to the right of 271°31'44" and run 300.00 feet; thence turn an angle to the right of 180°13'57" and run 299.95 feet; thence turn an angle to the right of 187°58'17" and run 202.40 feet; thence turn an angle to the right of 171°47'00" and run 157.85 feet; thence turn an angle to the right of 220°03'42" and run 130.92 feet; thence turn an angle to the right of 191°20'55" and run 374.05 feet; thence turn an angle to the right of 174°34'10" and run 332.38 feet; thence turn an angle to the right of 184°53'33" and run 179.76 feet; thence turn an angle to the right of [illegible]

JAC

JC

STATE OF ALABAMA,
Shelby **COUNTY**

I, the undersigned authority, in and ~~for~~ said County, in said State, hereby certify that Greg A. Church and Lynn T. Church, husband and wife whose names are 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 27 day of September 19 96.

Robert Andrew Shoemaker
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

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